

SOLICITATION FOR OFFERS

06-017

THE GENERAL SERVICES ADMINISTRATION

IN

BALLSTON, ARLINGTON, VIRGINIA

NAME: Santoni W. Graham
TITLE: Contracting Officer


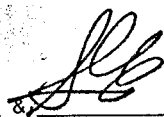
The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

TABLE OF CONTENTS

1.0	SUMMARY	5
1.1	AMOUNT AND TYPE OF SPACE (SEP 2000)	5
1.2	AREA OF CONSIDERATION	5
1.3	LOCATION: INSIDE OR OUTSIDE CITY CENTER (SEP 2000)	5
1.4	LEASE TERM (SEP 2000)	5
1.5	OFFER DUE DATE	6
1.6	OCCUPANCY DATE (SEP 2000)	6
1.7	HOW TO OFFER (SEP 2000)	6
1.8	BUILDING SHELL REQUIREMENTS (SEP 2000)	7
1.9	TENANT IMPROVEMENTS (SEP 2000)	8
1.10	TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2000)	9
1.11	PLANS WITH OFFER (SEP 2000)	9
1.12	BROKER COMMISSION AND COMMISSION CREDIT (August 2005)	9
1.13	NEGOTIATIONS (MAY 2005)	9
1.14	PRICE EVALUATION (PRESENT VALUE) (MAY 2005)	10
1.15	HISTORIC PREFERENCE, GSAR 552.270-2 (VARIATION) (SEP 1999)	11
1.16	AWARD (JAN 1997)	11
1.17	ACCESSIBILITY FOR NEW CONSTRUCTION (SEP 2000)	11
1.18	SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2000)	11
1.19	LABOR STANDARDS (AUG 2003)	11
2.0	AWARD FACTORS	13
2.1	ACCESSIBILITY AND SEISMIC SAFETY (SEP 2000)	13
2.2	AWARD BASED ON PRICE (SEP 2000)	15
3.0	MISCELLANEOUS	16
3.1	UNIT COSTS FOR ADJUSTMENTS	16
3.2	SUBSEQUENT TENANT IMPROVEMENTS \$100,000 OR LESS (SEP 2000)	16
3.3	ALTERNATE PROPOSALS	16
3.4	TAX ADJUSTMENT (SEP 2000)	16
3.5	PERCENTAGE OF OCCUPANCY	17
3.6	OPERATING COSTS (SEP 2000)	18
3.7	OPERATING COSTS BASE (SEP 2000)	18
3.8	RENTABLE SPACE (SEP 2000)	18
3.9	ANSI/BOMA OFFICE AREA SQUARE FEET (SEP 2000)	18
3.10	COMMON AREA FACTOR (SEP 2000)	18
3.11	APPURTENANT AREAS	18
3.12	LIQUIDATED DAMAGES, GSAR 552.270-15 (SEP 1999)	18
3.13	VENDING FACILITIES (SEP 2000)	19
3.14	ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (SEP 1999)	19
3.15	RELOCATION ASSISTANCE ACT (MARCH 2002)	19
3.16	EVIDENCE OF CAPABILITY TO PERFORM (SEP 2000)	19
3.17	CONSTRUCTION SCHEDULE	19
3.18	PROGRESS REPORTS (SEP 2000)	20
3.19	CONSTRUCTION INSPECTIONS	20
4.0	GENERAL ARCHITECTURE	21
4.1	QUALITY AND APPEARANCE OF BUILDING EXTERIOR (SEP 2000)	21
4.2	CONSTRUCTION WASTE MANAGEMENT (SEP 2000)	21
4.3	EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)	22
4.4	INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2000)	22
4.5	WORK PERFORMANCE (SEP 2000)	22
4.6	BUILDING SYSTEMS (JAN 1997)	22
4.7	SPACE EFFICIENCY (SEP 2000)	22
4.8	FLOOR PLANS AFTER OCCUPANCY	22
4.9	CAD AS-BUILT FLOOR PLANS (SEP 2000)	22
4.10	FLOORS AND FLOOR LOAD (SEP 2000)	23
4.11	EXITS AND ACCESS (SEP 1991)	23
4.12	WINDOWS (SEP 2000)	23
4.13	ACCESSIBILITY (SEP 2000)	23
4.14	LANDSCAPING (SEP 2000)	23
5.0	ARCHITECTURAL FINISHES	24
5.1	RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)	24
5.2	ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2000)	24
5.3	LAYOUT, FINISHES, AND COLORBOARDS (SEP 2000)	24
5.4	WOOD PRODUCTS (SEP 2000)	24

5.5	ADHESIVES AND SEALANTS (SEP 2000)	24
5.6	INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2000)	25
5.7	CEILINGS (SEP 2000)	25
5.8	WALL COVERINGS (SEP 2000)	25
5.9	PAINTING (SEP 2000)	26
5.10	DOORS: EXTERIOR (SEP 2000)	26
5.11	DOORS: SUITE ENTRY (SEP 2000)	26
5.12	DOORS: INTERIOR (SEP 2000)	26
5.13	DOORS: HARDWARE (SEP 2000)	26
5.14	DOORS: IDENTIFICATION (SEP 2000)	27
5.15	PARTITIONS: GENERAL (SEP 2000)	27
5.16	PARTITIONS: PERMANENT (SEP 2000)	27
5.17	PARTITIONS: SUBDIVIDING (SEP 2000)	27
5.18	FLOOR COVERING AND PERIMETERS (SEP 2000)	27
5.19	CARPET: BROADLOOM (SEP 2000)	28
5.20	CARPET TILE (SEP 2000)	28
5.21	ACOUSTICAL REQUIREMENTS (SEP 2000)	29
5.22	WINDOW COVERINGS (SEP 2000)	29
5.23	BUILDING DIRECTORY (SEP 2000)	29
5.24	FLAG POLE (SEP 2000)	29
6.0	MECHANICAL, ELECTRICAL, PLUMBING	30
6.1	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SEP 2000)	30
6.2	ENERGY COST SAVINGS (SEP 2000)	30
6.3	DRINKING FOUNTAINS (SEP 2000)	30
6.4	TOILET ROOMS (SEP 2000)	30
6.5	TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000)	30
6.6	JANITOR CLOSETS (SEP 2000)	31
6.7	HEATING AND AIR CONDITIONING (SEP 2000)	31
6.8	VENTILATION (SEP 2000)	32
6.9	VENTILATION: TOILET ROOMS (DEC 1993)	32
6.10	ELECTRICAL: GENERAL (SEP 2000)	32
6.11	ELECTRICAL: DISTRIBUTION (SEP 2000)	32
6.12	ELECTRICAL: ADDITIONAL DISTRIBUTION SPECIFICATIONS	33
6.13	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)	33
6.14	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SEP 2000)	33
6.15	DATA DISTRIBUTION (SEP 2000)	34
6.16	ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SEP 2000)	34
6.17	ADDITIONAL ELECTRICAL CONTROLS	34
6.18	ELEVATORS (SEP 2000)	34
6.19	LIGHTING: INTERIOR AND PARKING (SEP 2000)	35
7.0	SERVICES, UTILITIES, MAINTENANCE	36
7.1	SERVICES, UTILITIES, MAINTENANCE: GENERAL	36
7.2	NORMAL HOURS	36
7.3	OVERTIME USAGE (SEP 2000)	36
7.4	UTILITIES	36
7.5	UTILITIES: SEPARATE FROM RENTAL (SEP 2000)	36
7.6	BUILDING OPERATING PLAN	36
7.7	JANITORIAL SERVICES (SEP 2000)	36
7.8	SCHEDULE OF PERIODIC SERVICES	37
7.9	LANDSCAPE MAINTENANCE	37
7.10	FLAG DISPLAY	37
7.11	SECURITY (SEP 2000)	37
7.12	SECURITY: ADDITIONAL REQUIREMENTS	38
7.13	MAINTENANCE AND TESTING OF SYSTEMS (SEP 2000)	38
8.0	SAFETY AND ENVIRONMENTAL MANAGEMENT	39
8.1	CERTIFICATE OF OCCUPANCY (MAY 2005)	39
8.2	FIRE PROTECTION AND LIFE SAFETY (MAY 2005)	39
8.3	AUTOMATIC FIRE SPRINKLER SYSTEM (MAY 2005)	39
8.4	FIRE ALARM SYSTEM (MAY 2005)	39
8.5	OSHA REQUIREMENTS (SEP 2000)	39
8.6	ASBESTOS (SEP 2000)	39
8.7	INDOOR AIR QUALITY (SEP 2000)	40
8.8	RADON IN AIR (SEP 2000)	40
8.9	RADON IN WATER (SEP 2000)	41
8.10	HAZARDOUS MATERIALS (OCT 1996)	41
8.11	RECYCLING (SEP 2000)	41

9.0	TENANT IMPROVEMENTS.....	42
9.1	TENANT IMPROVEMENTS PRIOR TO THE GOVERNMENT'S INITIAL ACCEPTANCE OF SPACE (SEP 2000).....	42

INITIALS:  LESSOR  GOVT

1.0 SUMMARY

1.1 AMOUNT AND TYPE OF SPACE (SEP 2000)

- A. The General Services Administration (GSA) is interested in leasing approximately 75,000-85,000 rentable square feet of space. The rentable space shall yield a minimum of 65,000 ANSI/BOMA Office Area (previously Usable) square feet to a maximum of 78,000 ANSI/BOMA Office Area square feet, available for use by tenant for personnel, furnishings, and equipment. Refer to the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this Solicitation for Offers (SFO).
- B. The Offer shall 1) be for space located in a quality building of sound and substantial construction as described in this SFO, 2) have a potential for efficient layout, 3) be within the square footage range to be considered, and 4) be in compliance with all of the Government's minimum requirements set forth herein. For purposes of this SFO, the definition of ANSI/BOMA Office Area square feet is in the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this SFO.
- C. To demonstrate potential for efficient layout, the Offeror may be requested to provide a test fit layout at the Offeror's expense when the space offered contains certain features like:
1. narrow column spacing;
 2. atriums, light wells, or other areas interrupting contiguous spaces;
 3. extremely long, narrow runs of space;
 4. irregular space configurations; or
 5. other unusual building features.
 6. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The Offeror will have the option of increasing the ANSI/BOMA Office Area square footage offered, provided that it does not exceed the maximum ANSI/BOMA Office Area square footage in this SFO. If the Offeror is already providing the maximum ANSI/BOMA Office Area square footage and cannot house the Government's space requirements, then the Government will advise the Offeror that the offer is unacceptable.
- D. Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet.

1.2 AREA OF CONSIDERATION

Within the city limits of Ballston in Arlington County, Virginia.

1.3 LOCATION: INSIDE OR OUTSIDE CITY CENTER (SEP 2000)

A. CITY CENTER NEIGHBORHOOD:

1. Space shall be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well-maintained.
2. *Parking.*
 - a. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or in the absence of a local code requirement, on-site parking shall be available at a ratio of 1.5 spaces for every 1,000 rentable square feet of Government-demised area.
3. *Location Amenities.*
 - a. A variety of inexpensive and moderately priced fast food and/or eat-in restaurants shall be located within 2,500 walkable lineal feet. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within 2,500 walkable lineal feet.

1.4 LEASE TERM (SEP 2000)

- A. Offerors shall submit price proposals for:
- (i) A five (5) year firm term with a five (5) year renewal option, such option to be exercised at the Government's discretion at least 180 days prior to the expiration date of the initial 5-year lease. If an option is not offered, it may limit the offeror's opportunity for award.
 - (ii) A ten (10) year firm term with a five (5) year renewal option, such option to be exercised at the Government's discretion at least 180 days prior to the expiration date of the initial 5-year lease. If an option is not offered, it may limit the offeror's opportunity for award.
- B. *Parking:*
- (i) Offerors shall submit price proposals for non-reserved parking with termination rights upon sixty (60) days notice.

1.5 OFFER DUE DATE

Offers are due by March 23, 2006 and shall remain open until award.

1.6 OCCUPANCY DATE (SEP 2000)

Substantial completion shall occur no later than November 19, 2006. Government prefers earlier occupancy and would consider earlier date if space is substantially complete.

1.7 HOW TO OFFER (SEP 2000)

A. Offers shall be submitted to the Contracting Officer at:

SFO # 06-017
The Bid Deposit Room (Room #1065)
First Floor of the General Services Administration Building
National Capital Region
Realty Services Division (WP4)
7th & D Streets, SW
Washington, DC 20407

ATTENTION: SANTONI W. GRAHAM

B. One original and two copies of the following documents, properly executed, shall be submitted no later than the close of business on the offer due date.

1. SFO # 06-017
2. SFO Attachments:
 - a. Attachment #1 – Rate Structure
 - b. Attachment #2 – Construction Schedule
 - c. Attachment #3 – Scope of Work for DID's and Construction Schedule Tasks
 - d. Attachment #4 – Fire Protection and Life Safety Evaluation
 - e. Attachment #5 – Small Business Plan
3. GSA Form 1364A, Proposal to Lease Space.
4. GSA Form 1217, Lessor's Annual Cost Statement.
5. GSA Form 3517B, General Clauses.
6. GSA Form 3518, Representatives and Certifications.
7. First generation blue-line plans of the space offered, scaled at 1/8" = 1'-0" (preferred) or larger.
 - a. Photostatic copies are not acceptable. All architectural features of the space shall be accurately shown. If conversion or renovation of the building is planned, alterations to meet this SFO shall be indicated. If requested, more informative plans shall be provided within seven days.
 - b. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits.
 - c. GSA will review the corridors in place and/or proposed corridor pattern to make sure that these achieve an acceptable level of safety as well as to ensure that these corridors provide public access to all essential building elements. The Offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the ANSI/BOMA Office Area space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's space may differ from the corridors used in determining the ANSI/BOMA Office Area square footage for the lease award.
8. An hourly overtime rate for overtime use of heating and cooling. Refer to the "Overtime Usage" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. If proposed rate is different than recommended by an independent Government estimate, the Offeror may be required to submit worksheets justifying overtime energy usage and rates.

9. Any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered building, etc., in order for the Government to perform a complete and adequate analysis of the offered property. Such information may also be requested by the Government, and in such circumstances, shall be submitted by the Offeror within 5 working days of the request.
 10. Written acknowledgement and permission to represent other owners for the same SFO if a leasing agent or owner's representative is presenting buildings for multiple ownership groups.
 11. GSA will not conduct discussions, nor will it consider an offer for award if the space offered is subject to a lease option held by other parties, including, but not limited a right of first refusal. Offerors must certify, in writing, that no such option encumbers the space offered to GSA.
 12. If applicable, the agents' disclosure and authorization from each ownership entity to offer in this SFO and/or represent multiple buildings with different ownerships, which may have conflicting interests. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.
 13. Documents supporting evidence of capability to perform. Refer to the "Evidence of Capability to Perform" paragraph in the MISCELLANEOUS section of this SFO.
 14. A construction schedule demonstrating how offeror will meet the occupancy date.
 15. A price per square foot as an adjustment for vacant premises.
- C. Refer to GSA Form 3516, Solicitation Provisions, for additional instructions. If additional information is needed, the Contracting Officer (or the Contracting Officer's designated representative) should be contacted.
- D. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government to a Government-support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. The Offeror who desires to maximize protection of information in the offer may apply the restriction notice to the offer as described in GSA Form 3516, Solicitation Provision, 552.270-1 (d), *Restriction on Disclosure and Use of Data*.
- E. IMPORTANT CLARIFICATIONS TO OFFER REQUIREMENTS:
1. Rate structure required from subparagraph B shall include the following:
 - a. A lease rate per square foot for the building shell rental, fully serviced. It is the intent of the Government to lease a building shell with a Tenant Improvement Allowance. All improvements in the base building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This rate shall include, but not limited to, property financing (exclusive of Tenant Improvement), insurance, taxes, management, profit, etc., for the building. The building shell rental rate shall also include all basic building systems and common area buildout, including base building lobbies, common areas, and core areas, etc., exclusive of the ANSI/BOMA Office Area space offered as required in this SFO.
 - b. The annual cost (per usable and rentable square foot) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for usable and rentable square feet respectively.
 - c. An annualized percentage interest rate to be used by the Lessor to amortize the cost of the Tenant Improvement Allowance over the firm term of the lease.
 - d. The annual amortized cost of the Tenant Improvement Allowance. Such amortization shall be expressed as a cost per usable and rentable square foot per year. Tenant Improvements shall be all alterations for the Government-demised area above the building shell buildout. The Tenant Alteration Allowance shall be 38.30 per ANSI/BOMA Office Area square foot. Such alterations shall be described and identified in the drawings used to construct the Government-demised area. The Tenant Alteration Allowance, which is to be provided by the Lessor to the Government for Tenant Improvements, shall be made available at lease execution.
 - e. A fully-serviced lease rate per usable and rentable square foot as a summation of the amounts broken out in the subparagraphs a, b, and d for the lease.
 - f. A fully-serviced lease rate per usable and rentable square foot for that portion of the lease term extending beyond the firm term. The rate proposed for this portion of the term shall not reflect any Tenant Improvements as they will have been fully amortized over the firm term.

1.8 BUILDING SHELL REQUIREMENTS (SEP 2000)

- A. The Lessor's buildout obligations in providing a building shell (at the Lessor's expense) shall include the following:
1. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms

shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements.

2. **Accessibility Requirements.** Accessibility to persons with disabilities shall be required throughout the common areas accessible to Government tenants in accordance with both the ADAAG and the UFAS and shall be installed and coordinated with Tenant Improvements. Refer to the "Accessibility" paragraph and the "Accessibility and Seismic Safety" paragraph in the AWARD FACTORS section of this SFO.
3. **Ceilings.** A complete acoustical ceiling system (which includes grid and lay-in tiles) throughout the Government-demised area and all common areas accessible to Government tenants shall be required in accordance with the "Ceilings" paragraph in the ARCHITECTURAL FINISHES section of this SFO. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.
4. **Doors.** Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements. Related hardware shall be installed in accordance with the "Doors: Hardware" paragraph and the "Doors: Exterior" paragraph in the ARCHITECTURAL FINISHES section of this SFO.
5. **Partitions.** Permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with paint and base shall be required in accordance with the "Partitions: General" paragraph and the "Partitions: Permanent" paragraph in the ARCHITECTURAL FINISHES section of this SFO. All partitions separating the building core from the tenant premises shall be slab to slab.
6. **Flooring.** All building common areas shall have finished floors in accordance with the "Floor Covering and Perimeters" paragraph in the ARCHITECTURAL FINISHES section of this SFO.
7. **Plumbing.** The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent.
8. **HVAC.** Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. Conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided.
9. **Electrical.** Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per ANSI/BOMA Office Area square foot.
10. **Lighting.** Parabolic type 2'-0" wide x 2'-0" high fluorescent lighting fixtures (or other building standard fixtures) shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 ANSI/BOMA Office Area square feet. Lighting as necessary shall be provided in all building common areas in accordance with the "Lighting: Interior and Parking" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.
11. **Safety and Environmental Management.** Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with both the ADAAG and the UFAS. Where sprinklers are required in the Government-demised area, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided.
12. **Telephone Rooms.** Building telecommunication rooms on each floor shall be completed, operational, and ready for Tenant Improvements. The telephone closets shall include a telephone backboard.
13. All of the above improvements are described in more detail hereinafter in this SFO.

1.9 TENANT IMPROVEMENTS (SEP 2000)

- A. The Tenant Improvement Allowance shall be used for building out the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this SFO and GSA Form 3517, General Clauses.
- B. The Tenant Improvement Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents to complete the Tenant Improvements. It is the successful Offeror's responsibility to prepare all documentation (working drawings, etc.) required to receive construction permits. **NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.**
- C. The government reserves the right to ask the owner to compete the tenant build out construction contract if the owners designated general contractor can not secure sufficient competition at the subcontractor level. All bids are subject to Independent Government Estimate (IGE) negotiations.

D. The total markup for general conditions, overhead and profit for the lessor and general contractor for the initial tenant improvements should not exceed 12%.

E. For all change orders, total markup for subcontractors, general contractor and landlord shall not exceed 17%.

1.10 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2000)

A. All Tenant Improvements shall be identified after award of the contract in accordance with the provisions established in the "Design Intent Drawings" subparagraph in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.

1. The Government, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvement Allowance. The Government may use all or part of the Tenant Improvement Allowance. The Government may return to the Lessor any unused portion of the Tenant Improvement Allowance in exchange for a decrease in rent according to the amortization rate over the firm term.
2. The Government reserves the right to make cash payments for any or all work performed by the Lessor. Prior to occupancy, the Government, at its sole discretion, may choose to pay lump sum for any or all of the Tenant Improvement Allowance. If, prior to occupancy, the Government elects to make a lump sum payment for any portion of the Tenant Improvement Allowance, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent. At any time after occupancy, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unpaid amortized balance of the Tenant Improvement Allowance. If the Government elects to make a lump sum payment for the Tenant Improvement Allowance after occupancy, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the lease.
3. If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.
4. Payment will not be made by the Government in instances where the Government accepts fixtures and/or other Tenant Improvements already in place. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place.

1.11 PLANS WITH OFFER (SEP 2000)

All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean, and purged files shall be submitted, on CD-ROM. All submissions shall be accompanied with a written matrix indicating the layering standard to ensure that all information is recoverable. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. All architectural features of the space shall be accurately shown.

1.12 BROKER COMMISSION AND COMMISSION CREDIT (AUGUST 2005)

A. For the purposes of this SFO, Trammell Crow Company (the Broker) is the authorized real estate broker representing GSA. A GSA Contracting Officer must review, approve, and execute the Lease. The Government expects that its broker will be paid a fair market commission on any specific transaction on the same basis as any local business brokerage custom and practice. The Broker will pursue any commission in connection with this lease transaction that it normally would be entitled to pursuant to local business practices, based on a lease term not to exceed the firm term of the lease contract. Commissions will not be negotiated or collected on option periods or for lease terms beyond the firm term of the lease. The Lessor agrees that any commission to be paid to the Broker shall be paid not later than the Lease Commencement date as defined in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO. As part of the offer, the offeror shall disclose the commission to be paid to both the offeror's agent and the governments' agent.

B. For the benefit of the Government, the Broker has agreed to forego 37% percent of any commission that it is entitled to receive in connection with this lease transaction. The resulting total dollar value of the foregone commission (the "Commission Credit") shall be applied in equal monthly amounts against shell rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree to execute a Supplemental Lease Agreement setting forth the full nature, extent, terms, and conditions of commissions paid to the Broker and the Commission Credit to be applied against the Government's rental payment obligations under the Lease.

C. For purposes of price evaluation, the Commission Credit shall be treated as a deduction from the rent in accordance with the "Price Evaluation" paragraph in the SUMMARY section of this SFO. The amount of the commission paid to GSA's Broker shall not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.

1.13 NEGOTIATIONS (MAY 2005)

- A. Negotiations will be conducted on behalf of the Government by the Contracting Officer (or the Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. GSA will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.
- B. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or designee.
- C. The Contracting Officer or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Offerors who are not included in the competitive range will be notified in writing.
- D. All Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions ("Best and Final" offers).

1.14 PRICE EVALUATION (PRESENT VALUE) (MAY 2005)

- A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.
- B. The Offeror shall be required to submit plans and any other information to demonstrate that the rentable space yields ANSI/BOMA Office Area space within the required ANSI/BOMA Office Area range. The Government will verify the amount of ANSI/BOMA Office Area square footage and will convert the rentable prices offered to ANSI/BOMA Office Area prices, which will subsequently be used in the price evaluation.
- C. If the offer includes annual adjustments in operating expenses, the base price per ANSI/BOMA Office Area square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.
- D. Evaluation of offered prices will be on the basis of the annual price per ANSI/BOMA Office Area square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per ANSI/BOMA Office Area square foot to a composite annual ANSI/BOMA Office Area square foot price, as follows:
 - 1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
 - 2. Free rent will be evaluated in the year in which it is offered. The gross annual per square foot price is adjusted to reflect free rent.
 - 3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent (unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent).
 - 4. Also as stated in the "Broker Commission and Commission Credit" paragraph, the amount of any commission paid to GSA's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.
 - 5. If annual adjustments in operating expenses will not be made, the gross annual per square foot price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC) per square foot.
 - 6. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the Commission Credit (if applicable) and the base cost of operating expenses, will be discounted annually at 5 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.
 - 7. To the gross PVC will be added:
 - a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.
 - b. The annualized (over the full term) per ANSI/BOMA Office Area square foot cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
 - c. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.
 - 8. The sum of either subparagraphs 5 and 7 or subparagraphs 6 and 7 will be the ANSI/BOMA Office Area per square foot present value of the offer for price evaluation purposes.

1.15 HISTORIC PREFERENCE, GSAR 552.270-2 (VARIATION) (SEP 1999)

- A. Preference will be given to Offerors of space in buildings in, or formally listed as eligible for inclusion in, the National Register of Historic Places, and to historically-significant buildings in historic districts listed in the National Register. Such preference will be extended to historic buildings and will result in award if:
1. The offer for space meets the terms and conditions of this SFO as well as any other offer received (It is within the discretion of the Contracting Officer to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this SFO to maintain the historical integrity of the building, such as high ceilings, wooden floors, etc.) and
 2. The rental is no more than 10 percent higher, on a total annual square foot (ANSI/BOMA Office Area) cost to the Government, than the lowest otherwise acceptable offer.
- B. If more than one offer of an historic building is received and they meet the above criteria, an award will then be made to the lowest priced historic property offered.

1.16 AWARD (JAN 1997)

- A. After conclusion of negotiations, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by GSA which reflects the proposed agreement of the parties.
- B. The proposed lease shall consist of:
1. Standard Form 2 (or GSA Form 3626) U.S. Government Lease for Real Property,
 2. required clauses,
 3. required certifications and representations,
 4. the pertinent provisions of the offer, and
 5. the pertinent provisions of the SFO.
- C. The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification or the executed lease to the successful Offeror.

1.17 ACCESSIBILITY FOR NEW CONSTRUCTION (SEP 2000)

To be considered for award, buildings to be constructed shall meet the new construction requirements of both the Americans With Disabilities Act Accessibility Guidelines (ADAAG) (Code of Federal Regulations 36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations 41 CFR, Subpart 101-19.6, Appendix A., 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply.

1.18 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2000)

- A. If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the construction of an addition to an existing building, then such new building or addition shall fully meet seismic safety standards, as described in subparagraphs B and C.
- B. For those buildings or additions to buildings described in subparagraph A, the Offeror shall provide a written certification from a licensed structural engineer that the building(s) conforms to the seismic standards for new construction of the current (as of the date of this SFO) edition of the International Conference of Building Officials' (ICBO) *Uniform Building Code* (UBC), the Building Officials and Code Administrators (BOCA) *National Building Code*, or the Southern Building Code Congress International (SBCCI) *Standard Building Code*.
- C. All design and engineering documents, including structural engineering calculations, shall be made available for review by the Government during design development to ensure compliance with seismic safety standards.

1.19 LABOR STANDARDS (AUG 2003)

- A. If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation (FAR) clauses shall apply to all work (including base building and tenant buildout) performed prior

to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the Contracting Officer. Full text versions are also available at the following web site: <http://www.amet.gov/far/>

- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation
- 52.222-6 Davis-Bacon Act
- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records
- 52.222-9 Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination-Debarment
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations
- 52.222-14 Disputes Concerning Labor Standards
- 52.222-15 Certification of Eligibility

2.0 AWARD FACTORS

2.1 ACCESSIBILITY AND SEISMIC SAFETY (SEP 2000)

- A. All offers received in response to this SFO will be evaluated to determine whether the offers fully meet National Institute of Standards and Technology (NIST) NISTIR 5382, Interagency Committee on Seismic Safety in Construction (ICSSC) RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, as modified below, and the accessibility requirements for new construction of the Americans With Disabilities Act Accessibility Guidelines (ADAAG) (Code of Federal Regulations 36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations CFR 41, Subpart 101-19.6, Appendix A, 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply. If any offers are received which fully meet accessibility and seismic safety requirements, then other offers, which do not fully meet these requirements, will not be considered.
- B. The following UFAS provisions are clearly more stringent than the ADAAG:
1. *Work Areas.* The UFAS requires that all areas be accessible where there may be employment of persons with disabilities. The ADAAG requires only that people with disabilities be able to approach, enter, and exit a work area. [UFAS 4.1.4; ADAAG 4.1.1(3)]
 2. *Work Surface Scoping.* The UFAS requires that 5 percent of all fixed or built-in employee work surfaces be accessible. The ADAAG does not require work surfaces in work areas to be accessible. Both the UFAS and the ADAAG require that 5 percent of fixed tables in public or common use areas be accessible. [UFAS 4.1.2(17) and 4.32; ADAAG 4.1.1(3) and 4.1.3(18)]
 3. *No Elevator Exception.* The UFAS has no exception to the elevator requirement in all multi-story buildings and facilities. The ADAAG provides an exception to the elevator requirement in certain buildings that are under three stories or have less than 3,000 square feet per story. [UFAS 4.1.2(5); ADAAG 4.1.3(5) Exception 1]
 4. *Entrances in Multi-Grade Buildings.* The UFAS requires at least one principle entrance at each grade floor to a building to be accessible. The ADAAG requires that 1) at least 50 percent of all public entrances be accessible and 2) the number of exits required by the applicable building/fire code be used in determining the total number of accessible entrances required in a building or facility. The UFAS requires more accessible entrances in certain multi-grade buildings. [UFAS 4.1.2.(8); ADAAG 4.1.3(8)]
 5. *Elevator Controls.* The UFAS requires elevator controls to be mounted no higher than 48 inches "unless there is a substantial increase in cost," in which case 54 inches is allowed. The ADAAG allows 54 inches whenever a parallel approach is provided. [UFAS 4.10.12(3); ADAAG 4.10.12(3)]
- C. FULL COMPLIANCE:
1. "Fully meets" as used herein with regard to the accessibility requirements means the offer fully complies with both the ADAAG and the UFAS requirements for new construction, including but not limited to: Parking and Passenger Loading Zones, Accessible Route, Entrance and Egress, Ramps, Stairs, Handrails, Doors, Elevators, Telephones, Controls, Signage, Alarms, Drinking Fountains, Storage Facilities, Seating and Workstations, Assembly Areas, and Toilet Rooms. Where standards conflict, the more stringent shall apply.
 2. "Fully meets" as used herein with regard to the seismic safety requirements means that the Offeror has provided a written certification (example available for the Contracting Officer) from a licensed structural engineer certifying that both the building design and construction are in full compliance with the life-safety performance level of NISTIR 5382, ICSSC RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, **AS MODIFIED HEREIN:**
 - a. FEMA-178, *NEHRP Handbook for the Seismic Evaluation of Existing Buildings*, shall be replaced with FEMA-310, *Handbook for the Seismic Evaluation of Buildings: A Prestandard*.

- b. Section 1.3.1, Post-Benchmark Buildings (Table 1: Advisory Benchmark Years) shall be replaced with the below table.

BENCHMARK BUILDINGS (Table 3-1 of FEMA-310)			
BUILDING TYPE ¹	Model Building Seismic Design Provisions		
	BOCA ^{1s}	SBCCI ^{1s}	UBC ^{1s}
Wood Frame, Wood Shear Panels (Type W1 and W2) ²	1992	1993	1976
Wood Frame, Wood Shear Panels (Type W1A)	1992	1993	1976
Steel Moment Resisting Frame (Type S1 and S1A)	**	**	1994 ⁴
Steel Braced Frame (Type S2 and S2A)	1992	1993	1988
Light Metal Frame (Type S3)	*	*	*
Steel Frame w/Concrete Shear Walls (Type S4)	1992	1993	1976
Reinforced Concrete Moment Resisting Frame (Type C1) ³	1992	1993	1976
Reinforced Concrete Shear Walls (Type C2 and C2A)	1992	1993	1976
Steel Frame with URM Infill (Type S5 and S5A)	*	*	*
Concrete Frame with URM Infill (Type C3 and C3A)	*	*	*
Tilt-up Concrete (Type PC1 and PC1A)	*	*	1997
Precast Concrete (Type PC2 and PC2A)	*	*	*
Reinforced Masonry (Type RM1)	*	*	1997
Reinforced Masonry (Type RM2)	1992	1993	1976
Unreinforced Masonry (Type URM) ⁵	*	*	1991 ⁶
Unreinforced Masonry (Type URMA)	*	*	*

- ¹ Building Type refers to one of the Common Building Types defined in Table 2-2 of FEMA-310.
² Buildings on hillside sites shall not be considered Benchmark Buildings.
³ Flat Slab Buildings shall not be considered Benchmark Buildings.
⁴ Steel Moment-Resisting Frames shall comply with Section 2213.7.1.2 of the Uniform Building Code.
⁵ URM buildings evaluated using the ABK Methodology (ABK, 1984) may be considered Benchmark Buildings.
⁶ Refers to the UBCB Section of the UBC.
^{1s} Only buildings designed and constructed or evaluated in accordance with FEMA-310 and being evaluated to the Life-Safety Performance level may be considered Benchmark Buildings.
* No Benchmark year; building shall be evaluated using FEMA-310.
** Local provisions shall be compared with the UBC.

BOCA Building Officials and Code Administrators, *National Building Code*.
SBCCI Southern Building Code Congress International, *Standard Building Code*.
UBC International Conference of Building Officials, *Uniform Building Code*.

- c. Section 1.3.2, Leased Buildings, shall be revised as follows:

- i. Buildings leased by the federal Government are exempt from these standards if both of the following apply:
(a) The leased space is less than 10,000 square feet **AND**
(b) The building is located in Regions of Low Seismicity in accordance with FEMA-310. According to FEMA-310, buildings located on sites for which the design short-period response acceleration, S_s , is less than 0.167 gravity (g), or for which the design one-second period response acceleration, S_1 , is less than 0.067 g, shall be considered to be located within Regions of Low Seismicity.

- d. FEMA-310, *Handbook for the Seismic Evaluation of Buildings: A Prestandard*, can be obtained by calling the Federal Emergency Management Agency (FEMA) Distribution Center at (800) 480-2520.

- e. NISTIR 5382, ICSSC RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899.

D. SUBSTANTIAL COMPLIANCE:

- In accordance with both the ADAAG and the UFAS, if no offer is received which fully meets accessibility requirements for new construction, but an offer(s) is received which substantially meets these requirements, then other offers which do not substantially meet these requirements will not be considered. "Substantially meets" as used herein with regard to the accessibility requirements means the offer fully complies with both the ADAAG and the UFAS requirements for Parking and Passenger Loading Zones, Accessible Route, Entrance and Egress, Doors, Drinking Fountains, Toilet Rooms.
- "Substantially meets" as used herein with regard to the seismic safety requirements will be determined by the Government based upon the Offeror's evaluation by a licensed structural engineer that specifically describes all exceptions to full compliance with the Model Building Seismic Design Provisions as shown in the Benchmark Buildings table above. The Offeror shall evaluate the building by using FEMA-310 and shall identify all deficiencies. Based upon the evaluation, the Contracting Officer will make an award to the Offeror which best meets both the seismic safety requirements and the other requirements of this SFO. Documentation of this evaluation shall be made available to the Government.

E. LESS THAN SUBSTANTIAL COMPLIANCE:

In accordance with both the ADAAG and the UFAS, if no offer is received which either fully or substantially meets the accessibility requirements of new construction, consideration will be given only to offers which meet the following minimum requirements:

1. At least one accessible route shall be provided from an accessible entrance to the leased space and all required accessible areas. At least one interior means of vertical access shall be provided. Elevators shall have complying Controls and Signage.
2. If parking is provided, then accessible spaces shall be included.
3. Accessible toilet rooms shall be provided as follows:
 - a. Where more than one toilet room for each sex is provided on a floor on which the Government leases space, at least one toilet room for each sex on that floor shall be accessible.
 - b. Where only one toilet room for each sex is provided on a floor on which the Government leases space, either one unisex toilet room or one toilet room for each sex on that floor shall be accessible.
 - c. Where only one toilet room is provided in a building where the Government leases space, one unisex toilet room shall be accessible.
 - d. In a qualified historic building where the Advisory Council on Historic Preservation determines that providing the above minimum accessible toilet facilities would threaten or destroy the historic integrity of the space, accessible unisex toilet room(s) shall be provided in the building.

- F. If no offer is received which meets the minimum accessibility requirements described above, offers will not be considered unless a waiver of accessibility requirements is requested by the Contracting Officer and granted by the GSA Public Buildings Service Commissioner.

2.2 AWARD BASED ON PRICE (SEP 2000)

The lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this SFO and is the lowest priced offer submitted. Refer to the "Price Evaluation" paragraph in the SUMMARY section of this SFO.

3.0 MISCELLANEOUS

3.1 UNIT COSTS FOR ADJUSTMENTS

A. The Offeror is required to state in the offer or in an attachment units prices for the items listed below. Prices shall be quoted as fully installed and finished. The unit prices may be used, upon acceptance by GSA, during the first year of the lease to price alterations costing \$100,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and the Government.

1. The cost per linear foot of office subdividing ceiling-high partitioning.
2. The cost per floor-mounted duplex electrical outlet.
3. The cost per wall-mounted duplex electrical outlet.
4. The cost per floor-mounted fourplex (double duplex) electrical outlet.
5. The cost per wall-mounted fourplex (double duplex) electrical outlet.
6. The cost per dedicated clean electrical computer receptacle.
7. The cost per floor-mounted telephone outlet.
8. The cost per wall-mounted telephone outlet.
9. The cost per interior door.

3.2 SUBSEQUENT TENANT IMPROVEMENTS \$100,000 OR LESS (SEP 2000)

- A. The Lessor may be requested to provide alterations during the term of the lease. Alterations will be ordered by issuance of GSA Form 276, Supplemental Lease Agreement, GSA Form 300, Order for Supplies or Services, or a Tenant Agency-approved form. The two clauses from GSA Form 3517, General Clauses, 552.232-25, *Prompt Payment* (Deviation FAR 52.232-25), and 552.232-70, *Invoice Requirements*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- B. Orders may be placed by the 1) Contracting Officer, 2) GSA Buildings Manager, or 3) Tenant Agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of Tenant Agency officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials. The Tenant Agency officials are not authorized to deal with the Lessor on any other matters.
- C. Payments for alterations ordered by the Tenant Agency will be made directly by the Tenant Agency placing the order.

3.3 ALTERNATE PROPOSALS

- A. This SFO may specify certain items for which alternate proposals are required. For evaluation and negotiation, the offer shall state:
1. itemized costs for lump sum payment not to be included in the rental rate and
 2. a rental rate which includes the costs of these items.
- B. The Offeror shall provide costs for both methods of evaluation on GSA Form 1364, Proposal to Lease Space, in order to be considered for award. GSA may elect the option it deems most favorable.

3.4 TAX ADJUSTMENT (SEP 2000)

- A. Real estate taxes, as referred to in this paragraph, are only those taxes which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of funding general Government services. Real estate taxes shall not include, without limitation, general and/or special assessments, business improvement district assessments, or any other present or future taxes or governmental charges that are imposed upon the Lessor or assessed against the building and/or the land upon which the building is located.
- B. Base year taxes as referred to in this paragraph are 1) the real estate taxes for the first 12-month period coincident with full assessment or 2) may be an amount negotiated by the parties that reflects an agreed upon base for a fully assessed value of the property.
- C. The term "full assessment" as referred to in this paragraph means that the taxing jurisdiction has considered all contemplated improvements to the assessed property in the valuation of the same. Partial assessments for newly constructed projects or for projects under construction, conversion, or renovation will not be used for establishing the Government's base year for taxes.

- D. The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for real estate taxes thereon, as well as all notices of a tax credit, all tax bills, and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*) of the tax adjustment including the calculation thereof, for each year that real estate taxes are incurred during the lease term or any extension thereof. All such documents are due within 10 calendar days of receipt except that the proper invoice and evidence of payment shall be submitted within 60 calendar days after the date the tax payment is due from the Lessor to the taxing authority. **FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL BE A WAIVER OF THE RIGHT TO RECEIVE PAYMENT RESULTING FROM AN INCREASED TAX ADJUSTMENT UNDER THIS PARAGRAPH.**
- E. The Government shall 1) make a single annual lump sum payment to the Lessor for its share of any increase in real estate taxes during the lease term over the amount established as the base year taxes or 2) receive a rental credit or lump sum payment for its share of any decreases in real estate taxes during the lease term below the amount established as the base year taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with subparagraph D.
1. In the event of an increase in taxes over the base year, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with evidence of payment to the Contracting Officer. **THE GOVERNMENT SHALL BE RESPONSIBLE FOR PAYMENT OF ANY TAX INCREASE OVER THE BASE YEAR TAXES ONLY IF THE PROPER INVOICE AND EVIDENCE OF PAYMENT IS SUBMITTED BY THE LESSOR WITHIN 60 CALENDAR DAYS AFTER THE DATE THE TAX PAYMENT IS DUE FROM THE LESSOR TO THE TAXING AUTHORITY.** The due date for making payment shall be the 30th calendar day after receipt of evidence of payment by the Contracting Officer or the 30th calendar day after the anniversary date of the lease, whichever is later. If the lease terminates before the end of a tax year, payment for the tax increase due as a result of this section for the tax year will be prorated based on the number of days that the Government occupied the space. No increase will be paid, due, or owing unless all evidence of valuation and payment has been previously submitted to the Contracting Officer. The Government's payment for its share of real estate taxes shall not include any late charges, interest, or penalties imposed by the taxing authority as a result of the Lessor's delinquency in paying such taxes or charges.
 2. In the event of a decrease in taxes from the base year, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with subparagraph D. The Government shall be entitled to, and shall receive a credit for, the prorata reduction in taxes applicable to the premises encumbered by this lease, regardless of whether the Government has made a tax payment for that year. The Government's share of the credit will be determined in accordance with subparagraph F and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or earlier termination of the lease (including, but not limited to, credits resulting from a decrease in taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a year of the lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. The Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment by the taxing authority to the Lessor or the Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (United States Code 41 USC 611) that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.
- F. The Government shall pay its share of tax increases or shall receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex (percentage of occupancy). For the purpose of this lease, the Government's percentage of occupancy as of the date hereof is _____ percent based upon an occupancy of _____ rentable square feet in a building of _____ rentable square feet. This percentage shall be subject to adjustment to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. The block and lot/parcel or other identification numbers for the property, building(s), and parking areas(s) occupied under this lease are _____.
- G. The Government may direct the Lessor upon reasonable notice to initiate a tax appeal, or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including, but not limited to, affirming the accuracy of the documents, executing documents required for any legal proceeding, and taking such other actions as may be required. If the Lessor initiates an appeal on behalf of the Government, the Government and the Lessor will enter into an agreement to establish a method for sharing expenses and tax savings.

3.5 PERCENTAGE OF OCCUPANCY

The percent of the building occupied by the Government, for purposes of tax adjustments, will be established during negotiations.

3.6 OPERATING COSTS (SEP 2000)

- A. Beginning with the second year of the lease and each year thereafter, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.
- B. The amount of adjustment will be determined by multiplying the base rate by the percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published in the month of the lease commencement date with the index figure published in the month which begins each successive 12-month period. For example, a lease which commences in June of 1995 would use the index published in June of 1995, and that figure would be compared with the index published in June of 1996, June of 1997, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for wage earners and clerical workers, U.S. city average, all items figure, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease.
- C. If the Government exercises an option to extend the lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.
- D. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.
- E. The offer shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified on GSA Form 1364, Proposal to Lease Space, contained elsewhere in this SFO.

3.7 OPERATING COSTS BASE (SEP 2000)

The base for the operating costs adjustment will be established during negotiations based upon ANSI/BOMA Office Area square feet.

3.8 RENTABLE SPACE (SEP 2000)

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

3.9 ANSI/BOMA OFFICE AREA SQUARE FEET (SEP 2000)

- A. For the purposes of this SFO, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- B. ANSI/BOMA Office Area square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ANSI/BOMA Office Area square feet shall be computed as if the deviation were not present.

3.10 COMMON AREA FACTOR (SEP 2000)

If applicable, the Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space).

3.11 APPURTENANT AREAS

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space.

3.12 LIQUIDATED DAMAGES, GSAR 552.270-15 (SEP 1999)

In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract or letter of award, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this paragraph, the sum of one day for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the

Government. required of the Government to "prove such documentation of all damages. However, to the extent that actual damages exceed one day's rent for every day late in delivery, the lessor shall pay the amount of actual damages, documentation for which shall

3.13 VENDING FACILITIES (SEP 2000)

- A. Approximately 250 square feet of the ANSI/BOMA Office Area space in the "Amount and Type of Space" paragraph of the SUMMARY section of this SFO will be used for the operation of a vending facility(ies) by the blind under the provisions of the Randolph-Sheppard Act (United States Code 20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. The Lessor is required to provide necessary utilities and to make related alterations. The cost of the improvements will be negotiated, and payment will be made by the Government either on a lump-sum basis or a rental increase.
- B. The Government will assure that the facility(ies) does not compete with other facilities having exclusive rights in the building. The Offeror shall advise the Government if such rights exist.

3.14 ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (SEP 1999)

- A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced.
- B. The rate will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 calendar days prior notice to the Lessor and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.

3.15 RELOCATION ASSISTANCE ACT (MARCH 2002)

- A. If an Offeror proposes an improved site and new construction will result in the displacement of individuals or businesses, the successful Offeror shall be responsible for payment of relocation costs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended, and the implementing regulations at 49 CFR Part 24.
- B. Offerors shall incorporate the cost of such assistance into their shell rental rate.
- C. The successful Offeror shall give GSA the name of the person and agency to be providing the relocation assistance to site tenants. In addition, the successful Offeror must provide background information about the relocation agency and references for which the relocation agent has performed relocation assistance in the past. Depending upon the complexity of the relocation project, Offerors may be required to provide a relocation plan with final proposal revisions.

3.16 EVIDENCE OF CAPABILITY TO PERFORM (SEP 2000)

- A. AT THE TIME OF SUBMISSION OF OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:
 - 1. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments shall be signed by an authorized bank officer and at a minimum shall state: amount of loan; term in years; annual percentage rate; and length of loan commitment.
 - 2. The name of the proposed construction contractor, as well as evidence of the contractor's experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
 - 3. The license or certification to practice in the state where the facility is located from the individual(s) and/or firm(s) providing architectural and engineering design services.
 - 4. Compliance with local zoning laws or evidence of variances, if any, approved by the proper local authority.
 - 5. Evidence of ownership or control of site.
- B. AFTER AWARD:
Within seven days after award, the successful Offeror shall provide to the Contracting Officer evidence of:
 - 1. A firm commitment of funds in an amount sufficient to perform the work.
 - 2. Award of a construction contract for Tenant Improvements with a firm completion date.
 - 3. Issuance of a building permit covering construction of the improvements.

3.17 CONSTRUCTION SCHEDULE

- A. Within ten (10) days after award of the lease contract, the successful Offeror shall submit to the Contracting Officer a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the

Government's required occupancy date. Refer to the "Occupancy Date" paragraph in the SUMMARY section of this SFO. The finalized schedule shall be submitted no later than ten days after award.

- B. The schedule shall include timing for completion of design and construction milestones including, but not limited to: 1) submittal of preliminary plans and specifications; 2) submittal of other working drawings; 3) issuance of a building permit; 4) completed construction documents; 5) start of construction; 6) completion of principal categories of work; 7) phased completion and availability for occupancy of each portion of the Government-demised area (by floor, block, or other appropriate category); and 8) final construction completion.

3.18 PROGRESS REPORTS (SEP 2000)

After start of construction, at the Government's discretion, the successful Offeror shall submit to the Contracting Officer, written progress reports at intervals of thirty days. Each report shall include information as to 1) percentage of the work completed by phase and trade; 2) a statement as to expected completion and occupancy date; 3) changes introduced into the work; and 4) general remarks on such items as material shortages, strikes, weather, etc. In addition, at the Government's discretion, the Lessor shall conduct weekly meetings to brief Government personnel and/or contractors regarding the progress of design and construction of the Government-demised area. Such meetings shall be held at a location to be designated by the Government.

3.19 CONSTRUCTION INSPECTIONS

- A. Construction inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the SFO requirements and the final working drawings.
- B. Periodic reviews, tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this SFO.

4.0 GENERAL ARCHITECTURE

4.1 QUALITY AND APPEARANCE OF BUILDING EXTERIOR (SEP 2000)

The space offered shall be located in a modern office building with a facade of stone, marble, brick, stainless steel, aluminum, or other permanent materials in good condition acceptable to the Contracting Officer. If not in a new office building, the space offered shall be in a building that has undergone, or will complete by occupancy, first class restoration or adaptive reuse for office space with modern conveniences. If the restoration work is underway or proposed, then architectural plans acceptable to the Contracting Officer shall be submitted as part of the offer. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically-pleasing appearance including an attractive front and entrance way. The building shall have energy-efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

4.2 CONSTRUCTION WASTE MANAGEMENT (SEP 2000)

- A. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
- B. The Offeror shall submit to the Government a proposal to dispose of or recycle construction waste. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government may permit alternative means of disposal. This requirement shall also apply to subsequent alterations under the lease.
- C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
1. ceiling grid and tile;
 2. light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;
 3. duct work and HVAC equipment;
 4. wiring and electrical equipment;
 5. aluminum and/or steel doors and frames;
 6. hardware;
 7. drywall;
 8. steel studs;
 9. carpet, carpet backing, and carpet padding;
 10. wood;
 11. insulation;
 12. cardboard packaging;
 13. pallets;
 14. windows and glazing materials;
 15. all miscellaneous metals (as in steel support frames for filing equipment); and
 16. all other finish and construction materials.
- D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCB's) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.
- E. In addition to providing "one-time" removal and recycling of large-scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.
- F. Construction materials recycling records shall be maintained and shall be accessible to the Contracting Officer. Records shall include materials recycled or landfilled, quantity, date, and identification of hazardous wastes.

4.3 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)

- A. Items and materials existing in the offered space, or to be removed from the offered space during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbishable condition and shall meet the quality standards set forth by the Government in this SFO. In the absence of definitive quality standards, the Lessor shall ensure that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- B. The Lessor shall submit a reuse plan to the Contracting Officer. The Government will not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Government will reimburse the Lessor, as part of the Tenant Improvement Allowance, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

4.4 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2000)

- A. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their installation or use: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, and janitorial cleaning products.
- B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. A final flush-out period of 48 hours to 72 hours shall be provided before occupancy. The Lessor shall ventilate with 100 percent outside air at the recommended air change rate during installation of materials and finishes. Refer to the latest edition of American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*. If outside air would cause unacceptable inside temperature levels, humidity levels, and/or air quality, an alternate ventilation plan may be submitted to the Contracting Officer for approval.

4.5 WORK PERFORMANCE (SEP 2000)

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the Contracting Officer. The Contracting Officer retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Government or private contracts.

4.6 BUILDING SYSTEMS (JAN 1997)

Whenever requested, the Lessor shall furnish at no cost to GSA a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

4.7 SPACE EFFICIENCY (SEP 2000)

The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government at its sole discretion.

4.8 FLOOR PLANS AFTER OCCUPANCY

Within ten days after occupancy, as-built mylar reproducible full floor plans, scaled at 1/8" = 1'-0", showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer.

4.9 CAD AS-BUILT FLOOR PLANS (SEP 2000)

Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer along with the mylar drawings required in the "Floor Plans After Occupancy"

paragraph in the GENERAL ARCHITECTURE section of this SFO. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on 3-1/2-inch double-sided, high density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (1/4-inch cartridge) tape. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the Contracting Officer.

4.10 FLOORS AND FLOOR LOAD (SEP 2000)

All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip, and 3) acceptable to the Contracting Officer. Underfloor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ANSI/BOMA Office Area square foot plus 20 pounds per ANSI/BOMA Office Area square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ANSI/BOMA Office Area square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

4.11 EXITS AND ACCESS (SEP 1991)

Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

4.12 WINDOWS (SEP 2000)

- A. Office space shall have windows in each exterior bay unless waived by the Contracting Officer.
- B. All windows shall be weather-tight. Operable windows that open shall be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device.
- C. Government shall have the right, at it's cost, to install security film on the interior surface of the exterior glass windows. The film will be a minimum thickness of 8 mills/clear.

4.13 ACCESSIBILITY (SEP 2000)

The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with both the ADAAG (36 CFR Part 1191, App. A) and the UFAS (41 CFR Part 101-19.6, App. A). Where standards conflict, the more stringent shall apply.

4.14 LANDSCAPING (SEP 2000)

- A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.
- B. Landscape management practices shall prevent pollution by:
 - 1. employing practices which avoid or minimize the need for fertilizers and pesticides;
 - 2. prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
 - 3. composting/recycling all yard waste.
- C. The Lessor shall use landscaping products with recycled content as required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, www.epa.gov/cpg.
- D. The Contracting Officer shall approve the landscaping to be provided.

5.0 ARCHITECTURAL FINISHES

5.1 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)

- A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this SFO and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at the www.epa.gov/cpg/products.htm web site.
- B. The Offeror, if unable to comply with both the CPG and RMAN lists, shall submit a request for waiver for each material to the Contracting Officer with initial offers. The request for waiver shall be based on the following criteria:
1. the cost of the recommended product is unreasonable;
 2. inadequate competition exists;
 3. items are not available within a reasonable period of time; and
 4. items do not meet the SFO's performance standards.

5.2 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2000)

- A. The Lessor shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose.
- B. Refer to EPA's environmentally preferable products web site, www.epa.gov/opptintr/epp. In general, environmentally preferable products and materials do one or more of the following:
1. contain recycled material, are biobased, or have other positive environmental attributes;
 2. minimize the consumption of resources, energy, or water;
 3. prevent the creation of solid waste, air pollution, or water pollution; and
 4. promote the use of non-toxic substances and avoid toxic materials or processes.

5.3 LAYOUT, FINISHES, AND COLORBOARDS (SEP 2000)

- A. All building finishes shall be for first class, modern space.
- B. The Lessor shall consult with the Contracting Officer prior to developing a minimum of five color boards to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and vinyl flooring. All samples provided shall be in compliance with specifications set forth elsewhere in this SFO. Required color boards shall be provided within ten working days of the request for such by the Contracting Officer. The color boards shall be approved by GSA prior to installation. Upon review with the Tenant Agency(ies), a selection of **ONE** color board shall be made within ten working days, and unless otherwise specified prior to lease award, the Offeror may assume that **ONE** color board will be accepted for all finishes in the entire space under lease. No substitutes may be made by the Lessor after the color board is selected.

5.4 WOOD PRODUCTS (SEP 2000)

- A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States web site (www.fscus.org/) or the Certified Forest Products Council web site (www.certifiedwood.org/).
- B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: www.certifiedwood.org/Resources/CITES/CITESContent.html.
- C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

5.5 ADHESIVES AND SEALANTS (SEP 2000)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals.

5.6 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2000)

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578-91.

5.7 CEILINGS (SEP 2000)

- A. Ceilings shall be at least 8 feet, 0 inches and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid.
- B. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government-demised area.
- C. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.
- D. Should the ceiling be installed in the Government-demised area prior to the Tenant Improvements, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during alterations, and subsequent re-assembly of any of the ceiling components which may be required to complete the Tenant Improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the alterations.
- E. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Contracting Officer:
 - 1. *Restrooms.* Plaster or pointed and taped gypsum board.
 - 2. *Offices and Conference Rooms.* Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the Contracting Officer. Tiles or panels shall contain recycled content.
 - 3. *Corridors and Eating/Galley Areas.* Plaster or pointed and taped gypsum board or mineral acoustical tile.

5.8 WALL COVERINGS (SEP 2000)

A. BUILDING SHELL:

- 1. *Physical Requirements.*
 - a. Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile in splash areas and 2) vinyl wall covering not less than 13 ounces per square yard as specified in Federal Specification (FS) CCC-W-408C on remaining wall areas or an equivalent pre-approved by the Contracting Officer.
 - b. Prior to occupancy, all elevator areas which access the Government-demised area and hallways accessing the Government-demised area shall be covered with vinyl wall coverings not less than 22 ounces per square yard as specified in FS CCC-W-408C or an equivalent pre-approved by the Contracting Officer.
- 2. *Replacement.* All wall covering shall be maintained in "like new" condition for the life of the lease. Wall covering shall be replaced or repaired at the Lessor's expense any time during the Government's occupancy if it is torn, peeling or permanently stained; the ceramic tile in the restrooms shall be replaced or repaired if it is loose, chipped, broken, or permanently discolored. All repair and replacement work shall be done after working hours.

B. TENANT IMPROVEMENT INFORMATION:

- 1. In the event the Government chooses to install wall covering as part of the Tenant Improvement Allowance, the minimum standard is established as vinyl or polyolefin commercial wall covering weighing not less than 13 ounces per square yard as specified in FS CCC-W-408C or equivalent. The finish shall be pre-approved by the Contracting Officer.
- 2. All wall covering in the Government-demised area shall be maintained in "like new" condition for the life of the lease. Repair or replacement of wall covering shall be at the Lessor's expense and shall include the moving and returning of furnishings, (except where wall covering has been damaged due to the negligence of the Government), any time during the occupancy by the Government if it is torn, peeling, or permanently stained. All repair and replacement work shall be done after working hours.

C. SAMPLES:

The Lessor shall provide at least three samples of each type of wall covering to be installed for selection by the Contracting Officer.

5.9 PAINTING (SEP 2000)

A. BUILDING SHELL:

1. The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Government-demised area shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.
2. Public areas shall be painted at least every 3 years.

B. TENANT IMPROVEMENT INFORMATION:

1. Prior to occupancy, all surfaces within the Government-demised area which are designated by GSA for painting shall be newly finished in colors acceptable to GSA.
2. Where feasible, reprocessed or consolidated latex paint with zero or low VOC shall be used in accordance with EPA's CPG on all painted surfaces. The type of paint shall be acceptable to the Contracting Officer. The Lessor shall follow the manufacturer's recommendations for the application and maintenance of all paint products.
3. Painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if it is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this SFO.
4. If the Government desires cyclical repainting during the term of the lease, the cost will be borne by the Tenant Agency.

5.10 DOORS: EXTERIOR (SEP 2000)

A. BUILDING SHELL:

1. Exterior doors shall be provided at the Lessor's expense unless explicitly requested by the Government in addition to those provided by the Lessor. Exterior doors shall be weather-tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.
2. These doors shall have a minimum clear opening of 32" wide x 80" high (per leaf). Doors shall be heavy-duty, flush, 1) hollow steel construction, 2) solid-core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically-pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.

5.11 DOORS: SUITE ENTRY (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

Suite entry doors shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid-core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, finished with a semi-gloss oil based paint finish.

5.12 DOORS: INTERIOR (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

Doors within the Government-demised area shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 80" high. Doors shall meet the requirements of being a flush, solid-core, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, primed and finished with a low VOC semi-gloss oil based paint with no formaldehyde.

5.13 DOORS: HARDWARE (SEP 2000)

A. BUILDING SHELL:

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

B. TENANT IMPROVEMENT INFORMATION:

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks, and strike plates. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock.

5.14 DOORS: IDENTIFICATION (SEP 2000)

A. BUILDING SHELL:

All signage required in common areas unrelated to tenant identification shall be provided and installed at the Lessor's expense.

B. TENANT IMPROVEMENT INFORMATION:

Door identification shall be installed in approved locations adjacent to office entrances as part of the Tenant Improvement Allowance. The form of door identification shall be approved by the Contracting Officer.

5.15 PARTITIONS: GENERAL (SEP 2000)

A. BUILDING SHELL:

Partitions in public areas shall be marble, granite, hardwood, sheetrock covered with durable vinyl wall covering, or an equivalent pre-approved by the Contracting Officer.

5.16 PARTITIONS: PERMANENT (SEP 2000)

A. BUILDING SHELL:

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor at the Lessor's expense as necessary to surround the Government-demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. All partitions separating the tenant space from these common areas shall be at the Landlord's expense. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by National Fire Protection Association (NFPA) Standard 101, *Life Safety Code*.

5.17 PARTITIONS: SUBDIVIDING (SEP 2000)

A. BUILDING SHELL:

Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

B. TENANT IMPROVEMENT INFORMATION:

1. Office subdividing partitions shall comply with applicable building codes and local requirements and shall be provided at the expense of the Government. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).
2. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
3. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.

5.18 FLOOR COVERING AND PERIMETERS (SEP 2000)

A. BUILDING SHELL:

1. Exposed interior floors in primary entrances and lobbies shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, terrazzo, durable vinyl composite tile, or an equivalent pre-approved by the Contracting Officer. Resilient flooring, or an equivalent pre-approved by the Contracting Officer, shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, carpet base, or an equivalent pre-approved by the Contracting Officer.
2. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is pre-approved by the Contracting Officer.

B. CARPET - REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Lessor shall repair or replace carpet at the Lessor's expense at any time during the lease term when:
 - a. backing or underlayment is exposed;
 - b. there are noticeable variations in surface color or texture; or
 - c. tears and tripping hazards are present.
2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

C. RESILIENT FLOORING - REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Lessor shall repair or replace resilient flooring at the Lessor's expense at any time during the lease term when:
 - a. it has curls, upturned edges, or other noticeable variations in texture.

2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

D. TENANT IMPROVEMENT INFORMATION:

1. Floor covering shall be either carpet or resilient flooring, as specified in the Government's design intent drawings. Floor perimeters at partitions shall have wood, rubber, vinyl, carpet base, or an equivalent pre-approved by the Contracting Officer.
2. The use of existing carpet may be approved by the Contracting Officer; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement for new carpet.
3. If the Government requires restrooms and/or shower rooms in the Government-demised area, floor covering shall be terrazzo, unglazed ceramic tile, and/or quarry tile.

E. INSTALLATION:

Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

F. SAMPLES:

When floor covering is to be newly installed or changed, the Lessor shall provide the Government with a minimum of ten different color samples of each type of floor covering. The sample and color shall be approved by GSA prior to installation. No substitutes may be made by the Lessor after sample selection.

5.19 **CARPET: BROADLOOM (SEP 2000)**

A. Any carpet to be newly installed shall meet the following specifications:

1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF, Talisman Mills, woolblend), soil-hiding nylon, or wool nylon blends or polyethylene terephthalate (PET) resin.
2. *Environmental Requirements.* The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.
3. *Carpet Pile Construction.* Carpet pile construction shall be level loop, textured loop, level cut pile, or level cut/uncut pile.
4. *Pile Weight.* Pile weight shall be a minimum of 26 ounces per square yard for level-loop or textured-loop construction. Pile weight shall be a minimum weight of 32 ounces per square yard for level-cut/uncut construction.
5. *Secondary Back.* The secondary back shall be jute or synthetic fiber for glue-down installation.
6. *Density.* The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.
7. *Pile Height.* The maximum pile height shall be 1/2 inch (13 mm). Exposed edges of carpet shall be fastened to floor surfaces and shall have trim along the entire length of the exposed edge.

5.20 **CARPET TILE (SEP 2000)**

A. Any carpet to be newly installed shall meet the following specifications:

1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF), soil-hiding nylon or polyethylene terephthalate (PET) resin.
2. *Environmental Requirements.* The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.
3. *Carpet Pile Construction.* Carpet pile construction shall be tufted level loop, level cut pile, or level cut/uncut pile.
4. *Pile Weight.* Pile weight shall be a minimum of 26 ounces per square yard for level loop and cut pile. Pile weight shall be a minimum of 32 ounces per square yard for plush and twist.
5. *Secondary Back.* The secondary back shall be polyvinyl chloride, ethylene vinyl acetate, polyurethane, polyethylene, bitumen, or olefinic hardback reinforced with fiberglass.
6. *Total Weight.* Total weight shall be a minimum of 130 ounces per square yard.
7. *Density.* The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.
8. *Pile Height.* The minimum pile height shall be 1/8 inch. The combined thickness of the pile, cushion, and backing height shall not exceed 1/2 inch (13 mm).

9. *Static Buildup.* Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC-134.
10. *Carpet Construction.* Carpet construction shall be a minimum of 64 tufts per square inch.

5.21 ACOUSTICAL REQUIREMENTS (SEP 2000)

A. BUILDING SHELL:

1. *Reverberation Control.* Ceilings in carpeted space shall have a noise reduction coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. Ceilings in offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.
2. *Ambient Noise Control.* Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE *Handbook of Fundamentals* in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.
3. *Noise Isolation.* Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:
 - a. Conference rooms NIC 40
 - b. Offices NIC 35
4. *Testing.*
 - a. The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.
 - b. The requirements of this paragraph shall take precedence over any additional specifications in this SFO if there is a conflict.

5.22 WINDOW COVERINGS (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

1. *Window Blinds.* All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the Tenant Improvement Allowance. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1-inch width or less or an equivalent pre-approved by the Contracting Officer. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer.
2. *Draperies.* If draperies are required, the following minimum specifications shall apply:
 - a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be either floor-, apron-, or sill-length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from either the center, right, or left side.
 - b. Construction. Any draperies to be newly installed, shall be made as follows:
 - i. fullness of 100 percent, including overlap, side hems, and necessary returns;
 - ii. double headings of 4 inches turned over a 4-inch permanently finished stiffener;
 - iii. doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
 - iv. three-fold pinch pleats;
 - v. safety stitched intermediate seams;
 - vi. matched patterns;
 - vii. tacked corners; and
 - viii. no raw edges or exposed seams.
 - c. Use of existing draperies must be approved by the Contracting Officer.
3. *Samples.* A minimum of five patterns and colors shall be made available to the Government for selection; shading of sample fabric shall not vary markedly from that of the final product.

5.23 BUILDING DIRECTORY (SEP 2000)

A. BUILDING SHELL:

A tamper-proof directory with lock shall be provided in the building lobby listing the Government agency(ies). It must be acceptable to the Contracting Officer.

5.24 FLAG POLE (SEP 2000)

A. BUILDING SHELL:

If the Government is the sole occupant of the building, a flag pole shall be provided at a location to be approved by the Contracting Officer. The flag will be provided by the Government. This requirement may be waived if determined inappropriate by GSA.

6.0 MECHANICAL, ELECTRICAL, PLUMBING

6.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SEP 2000)

A. BUILDING SHELL:

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

6.2 ENERGY COST SAVINGS (SEP 2000)

A. The Offeror is encouraged to use 1) Energy Savings Performance Contracts (ESPC) or 2) utility agreements to achieve, maintain, and/or exceed the ENERGY STAR Benchmark Score of 75. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable. The ENERGY STAR Online Benchmark Tool can be found at the www.epa.gov/energystar web site.

B. All new construction shall achieve an ENERGY STAR Building Label within 1 year after reaching 95 percent occupancy and will continue to retain the ENERGY STAR Building Label if the level of performance is maintained.

C. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform ESPC, as well as additional information on cost-effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the www.eren.doe.gov/femp web site, or call the FEMP Help Desk at 1-800-566-2877.

6.3 DRINKING FOUNTAINS (SEP 2000)

A. BUILDING SHELL:

The Lessor shall provide, on each floor of office space, a minimum of one chilled drinking fountain within every 150 feet, 0 inches of travel distance.

6.4 TOILET ROOMS (SEP 2000)

A. BUILDING SHELL:

1. Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 200 feet, 0 inches on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

2. Each main toilet room shall contain the following equipment:

- a. a mirror above the lavatory;
- b. a toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing;
- c. a coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories;
- d. at least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories;
- e. a coin-operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle for each water closet stall;
- f. ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches;
- g. a disposable toilet seat cover dispenser; and
- h. a counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt-type convenience outlet located adjacent to the counter area.

B. If newly installed, toilet partitions shall be made from recovered materials as listed in EPA's CPG.

6.5 TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000)

A. BUILDING SHELL:

1. The toilet fixture schedule specified below shall be applied to each full floor based on one person for each 135 ANSI/BOMA Office Area square feet of office space in a ratio of fifty percent men and fifty percent women.

2. Refer to the schedule separately for each sex.

NUMBER OF MEN*/WOMEN	WATER CLOSETS	LAVATORIES
1 - 15	1	1
16 - 35	2	2
36 - 55	3	3
56 - 60	4	3
61 - 80	4	4
81 - 90	5	4
91 - 110	5	5
111 - 125	6	5
126 - 150	6	**
> 150	***	

* In men's facilities, urinals may be substituted for 1/3 of the water closets specified.

** Add one lavatory for each 45 additional employees over 125.

*** Add one water closet for each 40 additional employees over 150.

3. For new installations:
- Water closets shall not use more than 1.6 gallons per flush.
 - Urinals shall not use more than 1.0 gallons per flush.
 - Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch.

6.6 JANITOR CLOSETS (SEP 2000)

A. BUILDING SHELL:

Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.

6.7 HEATING AND AIR CONDITIONING (SEP 2000)

A. BUILDING SHELL:

- Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.
- During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field Office Manager.
- Simultaneous heating and cooling are not permitted.
- Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- Equipment Performance.* Temperature control for office spaces shall be assured by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq.ft. to minus 1.5 W/sq.ft. from initial design requirements of the tenant.
- HVAC Use During Construction.* The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
 - a complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
 - no permanent diffusers are used;
 - no plenum-type return air system is employed;

- d. the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
- e. following the building "flush-out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
- 7. *Ductwork Re-use and Cleaning.* Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
- 8. *Insulation.* All insulation shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- 9. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.

B. TENANT IMPROVEMENT INFORMATION:

- 1. *Zone Control.* Individual thermostat control shall be provided for office space with control areas not to exceed 2,000 ANSI/BOMA Office Area square feet. Areas which routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Concealed package air conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.

6.8 VENTILATION (SEP 2000)

- A. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*.
- B. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, *Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size*. Pre-filters shall be 30 percent to 35 percent efficient. Final filters shall be 80 percent to 85 percent efficient for particles at 3 microns.
- C. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:
 - 1. an automatic air or water economizer cycle shall be provided to all air handling equipment, and
 - 2. the building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

6.9 VENTILATION: TOILET ROOMS (DEC 1993)

Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

6.10 ELECTRICAL: GENERAL (SEP 2000)

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Distribution panels shall be circuit breaker type with 10 percent spare power load and circuits.

6.11 ELECTRICAL: DISTRIBUTION (SEP 2000)

A. BUILDING SHELL:

- 1. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads plus 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available.
- 2. Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution (not including lighting and HVAC) for the Government-demised area fall below 7 W per ANSI/BOMA Office Area square foot.
- 3. Convenience outlets shall be installed in accordance with NFPA Standard 70, *National Electrical Code*, or local code, whichever is more stringent.

B. TENANT IMPROVEMENT INFORMATION:

1. All electrical, telephone, and data outlets within the Government-demised area shall be installed by the Lessor at the expense of the Government in accordance with the design intent drawings. All electrical outlets shall be installed in accordance with NFPA Standard 70, or local code, whichever is more stringent.
2. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor.
3. The Lessor shall ensure that outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Contracting Officer. In any case, cable on the floor surface shall be minimized.

6.12 ELECTRICAL: ADDITIONAL DISTRIBUTION SPECIFICATIONS

If the Offeror proposes that building maintenance will be the responsibility of the Government, the Lessor shall provide duplex utility outlets in toilets, corridors, and dispensing areas for maintenance purposes at no cost to the Government. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

6.13 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

A. BUILDING SHELL:

1. Sufficient space shall be provided on the floor(s) where the Government occupies space for the purposes of terminating telecommunications service into the building. The building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switchrooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch.
2. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:
 - a. TIA/EIA-568, *Commercial Building Telecommunications Cabling Standard*,
 - b. TIA/EIA 569, *Commercial Building Standard for Telecommunications Pathways and Spaces*,
 - c. TIA/EIA-570, *Residential and Light Commercial Telecommunications Wiring Standard*, and
 - d. TIA/EIA-607, *Commercial Building Grounding and Bonding Requirements for Telecommunications Standard*.
3. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, *National Electrical Code*, and other applicable NFPA standards and/or local code requirements.

B. TENANT IMPROVEMENT INFORMATION:

Telecommunications floor or wall outlets shall be provided as required. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

6.14 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SEP 2000)

A. BUILDING SHELL:

1. The Government reserves the right to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the space to be leased. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.
2. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing building wiring to connect its services to the Government's space. If the existing building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the building to the Government's floor space, subject to any inherent limitations in the pathway involved.
3. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required. Access from the antenna(e) to the leased space shall be provided.
4. The Lessor shall allow the Government's designated telecommunications providers to affix antennae and transmission devices throughout its leased space and in appropriate common areas frequented by the Government's employees so as to allow the use of wireless telephones and communications devices necessary to conduct business.

B. TENANT IMPROVEMENT INFORMATION:

Should the Government's security requirements require sealed conduit to house the telecommunications transmission medium, the Lessor shall provide such conduit at the expense of the Government.

6.15 DATA DISTRIBUTION (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

The Government shall at its expense be responsible for purchasing and installing data cable. The Lessor shall ensure that data outlets and the associated wiring used to transmit data to workstations shall be safely concealed in floor ducts, walls, columns, or below access flooring. The Lessor shall provide outlets, which shall include rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop.

6.16 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

1. The Lessor shall provide as part of the Tenant Improvement Allowance separate data, telephone, and electric junction boxes for the base feed connections to Government-provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general-purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated-ground circuit with 1 neutral and 1 isolated-ground wire. A 20-ampere circuit shall have no more than 8 general-purpose receptacles or 4 isolated-ground "computer" receptacles.
2. The Government shall at its expense be responsible for purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall-mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.
3. The Lessor shall furnish and install suitably sized junction boxes in the vicinity of the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government-approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed during Phase 2. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.
4. PHASE 2 involves the Lessor's electrical contractor connecting power poles or base feeds in the junction boxes to the furniture electrical system and testing all pre-wired receptacles in the systems furniture. It also involves other Government contractors who will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. All Phase 2 work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits.

6.17 ADDITIONAL ELECTRICAL CONTROLS

If the Offeror proposes that the Government pay separately for electricity, no more than 500 square feet of office may be controlled by one switch or automatic light control for all space on the Government meter, either through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the Contracting Officer.

6.18 ELEVATORS (SEP 2000)

- A. The Lessor shall provide suitable passenger and freight elevator service to any Government-demised area not having ground level access. Service shall be available during the hours specified in the "Normal Hours" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. However, one passenger and one freight elevator shall be available at all times for Government use. The freight elevator shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. CODE:

Elevators shall conform to the current edition of the American Society of Mechanical Engineers ANSI/(ASME) A17.1, *Safety Code for Elevators and Escalators*, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall. Elevator lobby smoke detectors shall not activate the building fire alarm system but shall signal the fire department or central station services and capture the elevators. The elevator shall be inspected and maintained in accordance with the current edition of the ANSI/ASME A17.2, *Inspectors' Manual for Elevators*. All elevators shall meet both the ADAAG and the UFAS requirements.

C. SAFETY SYSTEMS:

Elevators shall be equipped with telephones or other two-way emergency signaling systems. The system used shall be marked and shall reach an emergency communication location staffed during normal operating hours when the elevators are in service. When Government occupancy is 3 or more floors above grade, automatic elevator emergency recall is required.

D. SPEED:

The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 square feet per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. INTERIOR FINISHES:

Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the Contracting Officer. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer.

6.19 **LIGHTING: INTERIOR AND PARKING (SEP 2000)**

A. BUILDING SHELL:

1. The Lessor shall provide interior lighting, as part of the building shell cost, in accordance with the following:

- a. The Lessor shall provide deep-cell parabolic louver 2'-0" wide x 4'-0" high or 2'-0" wide x 2'-0" high (or building standard that meets or exceeds this standard) fluorescent lighting fixtures with energy-efficient lamps (T8 or better) and electronic ballasts for standard interior lighting. Such fixtures shall produce 50 average maintained foot-candles at working surface height throughout work spaces, 20 foot-candles in corridors, and 10 foot-candles in other non-working areas.
- b. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have a minimum of 1 foot-candle of illumination and shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Exterior lighting and indoor parking shall be sufficient to accommodate security monitoring (i.e., closed circuit television camera). Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards.
- c. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. Daylight dimming controls shall be used in atriums or other space where daylight can contribute to energy savings.
- d. Lighting shall be controlled by occupancy sensors arranged to control open areas, individual offices, conference rooms, toilet rooms within the Government-demised area, and all other programmed spaces or rooms within the leased space. The control system shall provide an optimal mix of infrared and ultrasonic sensors suitable for the configuration and type of space. Occupancy sensors shall be located so that they have a clear view of the room or area they are monitoring. No more than 1,000 ANSI/BOMA Office Area square feet of open space shall be controlled by occupancy sensor. All occupancy sensors shall have manual switches to override the light control. Such switches shall be located by door openings in accordance with both the ADAAG and the UFAS. If light switches are to be used instead of occupancy sensors or in combination with occupancy sensors, the Offeror shall notify the Government during the negotiation process.

7.0 SERVICES, UTILITIES, MAINTENANCE

7.1 SERVICES, UTILITIES, MAINTENANCE: GENERAL

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor shall have a building superintendent or a locally designated representative available to promptly correct deficiencies.

7.2 NORMAL HOURS

Services, utilities, and maintenance shall be provided daily, extending 7:00 a.m. to 6:00 p.m. except Saturdays, Sundays, and federal holidays.

7.3 OVERTIME USAGE (SEP 2000)

- A. The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.
- B. If heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Contracting Officer or the GSA Buildings Manager. When ordered, services shall be provided at the hourly rate established in the contract. Costs for personal services shall only be included as authorized by the Government.
- C. When the cost of service is \$2,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$2,000 shall be placed using GSA Form 300, Order for Supplies or Services. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*, and 552.232-70, *Invoice Requirements (Variation)*, apply to all orders for overtime services.
- D. All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.

7.4 UTILITIES

The Lessor shall ensure that utilities necessary for operation are provided and that all associated costs are included as a part of the established rental rate.

7.5 UTILITIES: SEPARATE FROM RENTAL (SEP 2000)

- A. The Offeror shall specify which utilities, if any, are excluded from the rental consideration. If any such utilities are excluded, the Offeror shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy-intensive building systems can operate under the control conditions stated in this SFO. The statement shall also identify all building systems which do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, *Energy Efficient Design of New Buildings Except Low-Rise Residential Buildings*, or more restrictive state/local codes.
- B. The Lessor shall provide separate meters for utilities to be paid for by the Government. The Lessor shall furnish in writing to the Contracting Officer, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements. Refer to the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.

7.6 BUILDING OPERATING PLAN

If the cost of utilities is not included as part of the rental consideration, the Offeror shall submit a building operating plan with the offer. Such plan shall include a schedule of startup and shutdown times for operation of each building system, such as lighting, HVAC, and plumbing which is necessary for the operation of the building. Such plan shall be in operation on the effective date of the lease.

7.7 JANITORIAL SERVICES (SEP 2000)

- A. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this SFO.
- B. **SELECTION OF CLEANING PRODUCTS:**
The Lessor shall make careful selection of janitorial cleaning products and equipment to:
 1. use products that are packaged ecologically;
 2. use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and
 3. minimize the use of harsh chemicals and the release of irritating fumes.
 4. Examples of acceptable products may be found at <http://pub.fss.gsa.gov/enviro/clean-prod-catalog.html>.

C. SELECTION OF PAPER PRODUCTS:

The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

D. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

1. *Daily.* Empty trash receptacles, and clean ashtrays. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.
2. *Three Times a Week.* Sweep or vacuum stairs.
3. *Weekly.* Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
4. *Every Two Weeks.* Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
5. *Monthly.* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
6. *Every Two Months.* Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
7. *Three Times a Year.* Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
8. *Twice a Year.* Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
9. *Annually.* Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
10. *Every Two Years.* Shampoo carpets in all offices and other non-public areas.
11. *Every Five Years.* Dry clean or wash (as appropriate) all draperies.
12. *As Required.* Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Control pests as appropriate, using Integrated Pest Management techniques.

7.8 SCHEDULE OF PERIODIC SERVICES

Within 60 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

7.9 LANDSCAPE MAINTENANCE

Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. Landscape maintenance shall be performed during the growing season on a weekly cycle and shall consist of watering, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as needed basis. In addition, dead or dying plants shall be replaced.

7.10 FLAG DISPLAY

The Lessor shall be responsible for flag display on all workdays and federal holidays. The Government will provide instructions when flags shall be flown at half-staff.

7.11 SECURITY (SEP 2000)

The Lessor shall provide a level of security which reasonably deters unauthorized entry to the space leased during non-duty hours and deters loitering or disruptive acts in and around the space leased. The Lessor shall ensure that security cameras and lighting are not obstructed.

7.12 SECURITY: ADDITIONAL REQUIREMENTS

- A. The Government reserves the right to require the Lessor to submit completed fingerprint charts and personal history statements for each employee of the Lessor as well as employees of the Lessor's contractors or subcontractors who will provide building operating services of a continuing nature for the property in which the leased space is located. The Government may also require this information for employees of the Lessor, the Lessor's contractors, or subcontractors who will be engaged to perform alterations or emergency repairs for the property.
- B. If required, the Contracting Officer shall furnish the Lessor with Form FD-258, Fingerprint Chart, and Form 176, Statement of Personal History, to be completed for each employee and returned by the Lessor to the Contracting Officer (or the Contracting Officer's designated representative) within 10 working days from the date of the written request to do so. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer will advise the Lessor in writing if an employee is found to be unsuitable or unfit for the employee's assigned duties. Effective immediately, such an employee cannot work or be assigned to work on the property in which the leased space is located. The Lessor shall be required to provide the same data within 10 working days from the addition of new employee(s) to the work force. In the event the Lessor's contractor/subcontractor is subsequently replaced, the new contractor/subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor/subcontractor. The Contracting Officer may require the Lessor to submit Form FD-258 and Form 176 for every employee covered by this paragraph on a 3-year basis.
- C. Government shall have the right to conduct random security inspections of the common areas of the building, including the garage lobbies and loading docks.
- D. Landlord must inform Government of any change in the tenancy of the building.

7.13 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2000)

- A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy-efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative.
- B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

8.0 SAFETY AND ENVIRONMENTAL MANAGEMENT

8.1 CERTIFICATE OF OCCUPANCY (MAY 2005)

The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue Certificates of Occupancy, the Offeror shall obtain the services of a licensed fire protection engineer to verify the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided.

8.2 FIRE PROTECTION AND LIFE SAFETY (MAY 2005)

- A. Offered space shall meet or be upgraded to meet prior to occupancy, the applicable egress requirements in the National Fire Protection Association (NFPA) 101, *Life Safety Code*, or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government.
- B. Offered space shall provide unrestrictive access to a minimum of two remote exits on each floor of Government occupancy. Scissor stairs shall only be counted as one approved exit. Open air exterior fire escapes shall not be counted as an approved exit.

8.3 AUTOMATIC FIRE SPRINKLER SYSTEM (MAY 2005)

- A. Offered space located below-grade, including parking garage areas, and all areas in a building referred to as "hazardous areas" (defined in NFPA 101) that are located within the entire building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For buildings in which any portion of the offered space is on or above the sixth floor, then, at a minimum, the building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For buildings in which any portion of the offered space is on or above the sixth floor, and lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government leasing 35,000 square feet or more ANSI/BOMA Office Area square feet of space in the offered building, then the entire building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic sprinkler system(s) shall be maintained in accordance with the requirements of the applicable local codes or NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems*.
- E. Definitions:
 - 1. "Automatic sprinkler system" means an electronically supervised, integrated system of underground and overhead piping, designed in accordance with National Fire Protection Association (NFPA) 13, *Installation of Sprinkler Systems*. The system is usually activated by heat from fire and discharges water over the fire area. The system includes an adequate water supply.
 - 2. "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.

8.4 FIRE ALARM SYSTEM (MAY 2005)

- A. A building-wide fire alarm system shall be installed in buildings in which any portion of the offered space is located 2 or more stories above the lowest level of exit discharge. The fire alarm system shall meet the installation and operational requirements of the applicable local codes and ordinances (current as of the date of this SFO) adopted by the jurisdiction in which the building is located.
- B. The fire alarm system shall be maintained in accordance with the requirements of the applicable local codes or NFPA 72, *National Fire Alarm Code*. The fire alarm system wiring and equipment shall be electrically-supervised and shall automatically notify the local fire department or approved central station. Emergency power shall be provided for the fire alarm system.

8.5 OSHA REQUIREMENTS (SEP 2000)

The Lessor shall maintain buildings and space in a safe and healthful condition according to OSHA standards.

8.6 ASBESTOS (SEP 2000)

- A. Offers are requested for space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels) which is not damaged or subject to damage by routine operations. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building areas; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging) which is not damaged or subject to damage by routine operations.
- B. *Definition.* ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.

- C. Space with ACM of any type or condition may be upgraded by the Offeror to meet the conditions described in subparagraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If an offer involving abatement of ACM is accepted by the Government, the Lessor shall, prior to occupancy, successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance.
- D. *Management Plan.* If space is offered which contains ACM, the Offeror shall submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan shall conform to EPA guidance, be implemented prior to occupancy, and be revised promptly when conditions affecting the plan change. If asbestos abatement work is to be performed in the space after occupancy, the Lessor shall submit to the Contracting Officer the occupant safety plan and a description of the methods of abatement and reoccupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

8.7 INDOOR AIR QUALITY (SEP 2000)

- A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 ppm time-weighted average (TWA - 8-hour sample); CO₂ - 1,000 ppm (TWA); HCHO - 0.1 ppm (TWA).
- B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.
- C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government-demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.
- E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government-demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.

8.8 RADON IN AIR (SEP 2000)

- A. The radon concentration in the air of space leased to the Government shall be less than EPA's action concentration for homes of 4 picoCuries per liter (pCi/L), herein called "EPA's action concentration."
- B. INITIAL TESTING:
 - 1. The Lessor shall 1) test for radon that portion of space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (space on the third or higher floor above grade need not be measured); 2) report the results to the Contracting Officer upon award; and 3) promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.
 - 2. *Testing sequence.* The Lessor shall measure radon by the standard test in subparagraph D.1, completing the test not later than 150 days after award, unless the Contracting Officer decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in subparagraph D.2.
 - 3. If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall, if possible, perform the standard test during buildout before Government occupancy of the space. If the Contracting Officer decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.
- C. CORRECTIVE ACTION PROGRAM:
 - 1. *Program Initiation and Procedures.*
 - a. If either the Government or the Lessor detect radon at or above the EPA action level at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the EPA action level before Government occupancy.
 - b. If either the Government or the Lessor detect a radon concentration at or above the EPA action level at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.
 - c. If either the Government or the Lessor detect a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government until

the Lessor carries out a prompt corrective action program which reduces the concentration to below the EPA action level and certifies the space for reoccupancy.

- d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in building condition or operation which would affect the program or increase the radon concentration to or above the EPA action level.
 2. The Lessor shall perform the standard test in subparagraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in subparagraph D.2 to determine whether the space may be occupied but shall begin the standard test concurrently with the short test.
 3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant reoccupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.
 4. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the EPA action level, the Government may implement a corrective action program and deduct its costs from the rent.
- D. **TESTING PROCEDURES:**
1. **Standard Test.** Place alpha track detectors or electret ion chambers throughout the required area for 91 or more days so that each covers no more than 2,000 ANSI/BOMA Office Area square feet. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.
 2. **Short Test.** Place alpha track detectors for at least 14 days, or electret ion chambers or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ANSI/BOMA Office Area square feet, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

8.9 RADON IN WATER (SEP 2000)

- A. The Lessor shall demonstrate that water provided in the leased space is in compliance with EPA requirements and shall submit certification to the Contracting Officer prior to the Government occupying the space.
- B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action level.

8.10 HAZARDOUS MATERIALS (OCT 1996)

The leased space shall be free of hazardous materials according to applicable federal, state, and local environmental regulations.

8.11 RECYCLING (SEP 2000)

Where state and/or local law, code, or ordinance require recycling programs for the space to be provided pursuant to this SFO, the successful Offeror shall comply with such state and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. In all other cases, the successful Offeror shall establish a recycling program in the leased space where local markets for recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

9.0 TENANT IMPROVEMENTS

9.1 TENANT IMPROVEMENTS PRIOR TO THE GOVERNMENT'S INITIAL ACCEPTANCE OF SPACE (SEP 2000)

- A. The Lessor is required to provide cost or pricing data in conjunction with the Tenant Improvements as specified by the Government in GSA Form 3517, General Clauses.
- B. In lieu of submitting detailed cost or pricing data and entering into negotiations to determine a final cost for the subject work, the Government (in accordance with FAR 15.403) is willing to accept a price based upon the results of a competitive proposal process if the following conditions are met:
1. The Lessor shall submit to the Government a proposal for overhead, profit, and architectural-engineering fees, permits, and regulatory fees for all Tenant Improvements.
 - a. This will be negotiated and agreed upon prior to the award for the subject improvements (separate from lease award).
 2. The scope of work includes the lease, the SFO, all SFO attachments, the construction drawings/documents, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the Contracting Officer for resolution. All differences will be resolved by the Contracting Officer in accordance with the terms and conditions of the lease.
 3. No building shell items shall be included in the competitive proposal.
 4. A minimum of three qualified contractors shall be invited to participate in the competitive proposal process. Each participant shall compete independently in the process.
 5. Each proposal shall be 1) submitted in Construction Specifications Institute (CSI) format by the proposed contractors and 2) reviewed by the Government. The Government reserves the right to determine if bids meet with the scope of work, that the price is reasonable, and that the Offeror is qualified to perform the work. The Government reserves the right to reject all bids, at its sole discretion.
 6. The Government shall be represented at all negotiation sessions between the Lessor and potential contractors.
 7. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors.
 8. The Lessor shall complete the competition and the cost proposal process in _____ working days or less from the date of issuance of completed construction documents. This will be considered the first _____ working days of the _____ days allotted to "Review of Working/construction Drawings." Refer to the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.
 9. Once the Government determines that there is adequate competition, and upon the Government's acceptance of the Lessor's cost proposal based upon that competition (provided the Lessor selects the competition's lowest priced bid of a contractor qualified to perform the subject work), the Contracting Officer shall issue to the Lessor a notice to proceed for the subject work.
 10. The Lessor shall complete the work within the time frame requirements illustrated in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.

**Amendment Number ONE
to Solicitation for Offers 06-017**

The following shall be inserted to Attachment 3, "Scope of Work for DID's and Construction Schedule Tasks," of SFO #06-017:

(a) Design Intent Drawings:


Upon lease execution, the Government shall provide the Lessor with a Program of Requirements (POR) in sufficient detail for the Lessor to perform Design Intent Drawings (DID's). The Lessor shall use this information, to prepare and provide for the Government's review and approval, at the Government's expense, Design Intent Drawings detailing the tenant improvements to be made by the Lessor within the Government's demised area. The Government shall use best efforts to coordinate the provision of such information and details as required by the Lessor's architect to complete such drawings in a timely manner. "Design Intent Drawings," for the purposes of this solicitation, are defined as fully dimensioned drawings of the leased space which include enough information to prepare Construction Drawings, and shall consist of: furniture locations, basic architectural information, wall types and locations, door types and locations, electrical, telephone, and data outlet types and locations, specifications necessary for calculation of electrical and HVAC loads, and all finish/color/signage selections. Design Intent Drawings shall be due from the Lessor within (see Solicitation Attachment #2) working days from award.

(b) Review of Design Intent Drawings:

The Government retains the right to review, approve, and request modifications, if necessary, to the Lessor's Design Intent Drawings prior to the Lessor's commencement of Working-Construction Drawings. The Government's review and approval of the drawings is limited as to the drawings' conformance to the specific requirements of this solicitation and the Government's needs as they apply to the specific leased space. The Government shall perform all reviews of Design Intent Drawings within (see Solicitation Attachment #2) working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's Design Intent Drawings before approval can be granted, the Government shall state such in writing to the Lessor and the Lessor shall have five (5) working days to cure all noted defects before returning the Design Intent Drawings to the Government for a subsequent review. If the Government makes changes to the DID's inconsistent with the POR, or changes to the Construction Drawings inconsistent with the Government approved DID's, the lessor shall have such time as is reasonable to make the changes. The Government shall bear the costs and additional time resulting from such modifications or changes. Upon approval of the Design Intent Drawings, the Lessor shall commence Working-Construction Drawings for the space. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal, based on the tenant alterations and associated work as shown on the Design Intent Drawings. This budget proposal shall be completed within ten (10) working days of the Government's request. Delay of receipt of such proposal shall result in a Lessor delay.

(l) Delay:

Delays by the county in issuance of a building permit after Lessor has applied for a permit with all due diligence and delays by city inspectors in completing inspections necessary to issue the Certificate of Occupancy for the building will be considered excusable delay. Owner agrees to provide the Government a copy of the application for the permit. Delays caused by the failure of Lessor to receive long-lead items requested by the Government shall be considered excusable delay provided that the Lessor has ordered such items in a timely manner. Lessor, if requested by the Government, must provide necessary documentation related to purchase of long-lead items.



Lessor
Initials

5/19/06

Date



Government
Initials

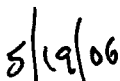
Date

(m) Rent Commencement:

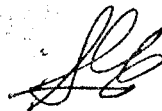
The rent commencement date shall be the date of space acceptance made by the Government. However, if Government delay occurs, then the rent commencement date shall be the same number of days earlier than the acceptance date as the number of days of delay. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities of the vacant premises. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in Solicitation Attachment #2 - "Construction Schedule." Each day of Lessor Delay will increase the amount of free rent after occupancy by the Government on a day for day basis as liquidated damages per the "Default in Delivery" paragraph of the Form 3517.



Lessor
Initials



Date



Government
Initials

Date

Attachment to GSA Form 1364A: Rate Structure
Ballston I

	10 Years	
1. A lease rate for the firm term per square foot for the base building (shell) rental, including fixed costs, but excluding the cost of variable services and utilities in Item 2 below.	\$ 28.39	Per USF
	\$ 24.87	Per RSF
2. The annual cost per square foot for the cost of services and utilities. This equals Line 27 of the GSA Form 1217 divided by the building size at the top of GSA Form GSA Form 1364A.	\$ 7.30	Per USF
	\$ 6.40	Per RSF
3. An annual percentage interest rate used by Lessor to amortize the cost of tenant alterations.	0.00	%
4. The cost per square foot to amortize the \$ 38.30 per square feet tenant improvement allowance.	\$ 3.83	Per USF
	\$ 3.36	Per RSF
5. The number of months of abated rent.	4	
6. A full service lease rate per square foot as a summation of the amounts in paragraphs 1, 2, and 4 above.	\$ 39.52	Per USF
	\$ 34.63	Per RSF
7. The full service lease rate for the option to renew. This is the sum of the base building "shell" rate, on a similar basis to paragraph #1 above, added to paragraph #2 above. Includes operating expenses, but not amortization of Tenant Improvements.1/	\$ 45.38	Per USF
	\$ 39.76	Per RSF

1/ This rate includes accrued operating cost adjustments during the initial term of the Lease.

INITIALS	
Lessor	Gov't
<i>SK</i>	<i>[Signature]</i>

Solidion Attachment #2 - Construction Schedule

The schedule begins at the date of lease award and concludes at the date of acceptance for the subject space. The following chart shall be used by the Lessor and the Government in determining the project schedule for completing each work item per Attachment #3. The Lessor shall be bound to the durations for commencement of Tenant Improvements and Total Workdays per the above equations. The project may be broken down into phases (*), with each phase being a full floor(s), or as defined in the Blocking and Stacking Requirements per Attachment #3 - or as otherwise agreed upon.

SIZE OF LEASE (BOMA OFFICE RENTABLE SQUARE FEET)	75K to 85K
Lessor Provides Design Intent Drawings	15 WORKDAYS * (1 to 2 phases)
Government Reviews Design Intent Drawings	10 WORKDAYS * (1 to 2 phases)
Lessor Provides Working-Construction Drawings	10 WORKDAYS * (1 to 2 phases)
Government Reviews Working-Construction Drawings	5 WORKDAYS * (1 to 2 phases)
Lessor Makes Modifications and Changes to Working-Construction Drawings	5 WORKDAYS * (1 phase)
Government Reviews & Approves Final Working-Construction Drawings	5 WORKDAYS * (1 phase)
Government Approves CD's for Pricing and Permits	0 WORKDAYS
Lessor Completes Construction Pricing and Obtains Construction Permit	10 WORKDAYS
Government Reviews and Approves Pricing	10 WORKDAYS
Government Issues Notice to Proceed with Construction	0 WORKDAYS
Lessor Completes Interior Construction and Obtains Occupancy Permit	50 WORKDAYS (1 to 2 phases)
Government Inspects and Accepts Finished Space	5 WORKDAYS * (1 to 2 phases)
TOTAL WORKDAYS - (FROM LEASE AWARD TO GOVERNMENT ACCEPTANCE)	125

Solicitation Attachment #3 - Scope of Work for DID's and Construction Schedule Tasks

The construction schedule shall commence within five (5) days of lease award and receipt of the Program of Requirements, unless otherwise expressly agreed by the Lessor and Government as stated in the lease or otherwise agreed upon in writing. The schedule shall be divided into six tasks for each phase: the Lessor's generation of the Government's Design Intent Drawings, the Government's review and approval of the Design Intent Drawings, the Lessor's generation of the Government's Working-Construction Drawings, the Government's review and notice to proceed of the Working-Construction Drawings, the Lessor's construction of the subject leased area, and the Government's acceptance of the Lessor's construction. Each of these tasks is detailed below.

References to working days shall be based upon a five day work week (Monday-Friday, exclusive of Federal holidays). References to "approval" shall mean such approval granted by either GSA's Contracting Officer or some other duly authorized GSA official. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the Contracting Officer so that the Government may issue a determination as to how to proceed.

(a) Design Intent Drawings:

Based on the project programming furnished by the Government Lessor shall prepare and provide for the Government's review and approval, at the Government's expense, Design Intent Drawings detailing the tenant improvements to be made by the Lessor within the Government demised area. The Government shall use best efforts to coordinate the provision of such information and details as required by the Lessor's architect to complete such drawings in a timely manner. "Design Intent Drawings," for the purposes of this solicitation, are defined as fully dimensioned drawings of the leased space which include enough information to prepare Construction Drawings, and shall consist of: furniture locations, basic architectural information, wall types and locations, door types and locations, electrical, telephone, and data outlet types and locations, specifications necessary for calculation of electrical and HVAC loads, and all finish/color/signage selections. Design Intent Drawings shall be due from the Lessor within (see Solicitation Attachment #2) working days from award.

(b) Review of Design Intent Drawings:

The Government retains the right to review, approve, and request modifications, if necessary, to the Lessor's Design Intent Drawings prior to the Lessor's commencement of Working-Construction Drawings. The Government's review and approval of the drawings is limited as to the drawings' conformance to the specific requirements of this solicitation and the Government's needs as they apply to the specific leased space. The Government shall perform all reviews of Design Intent Drawings within (see Solicitation Attachment #2) working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's Design Intent Drawings before approval can be granted, the Government shall state such in writing to the Lessor and the Lessor shall have five (5) working days to cure all noted defects before returning the Design Intent Drawings to the Government for a subsequent review. Upon approval of the Design Intent Drawings, the Lessor shall commence Working-Construction Drawings for the space. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal, based on the tenant alterations and associated work as shown on the Design Intent Drawings. This budget proposal shall be completed within ten (10) working days of the Government's request. Delay of receipt of such proposal shall result in a Lessor delay.

(c) Working-Construction Drawings:

The Lessor shall prepare, at its expense, final Working-Construction Drawings for the tenant improvements illustrated on the Government approved Design Intent Drawings. The Working-Construction Drawings shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government's leased space. Working-Construction Drawings should also be annotated with all applicable specifications. The resulting product should reflect requirements which are substantially the same as that specified by the Government approved Design Intent Drawings, and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's Working-Construction Drawings shall be due to the Government within (see Solicitation Attachment #2) working days of the Government's approval of the Design Intent Drawings. Drawings shall clearly identify tenant improvements already in place and the work to be done by Lessor or others. The Government may also require, at the time of submission of Working-Construction Drawings, that the Lessor submit a written price proposal along with adequate cost and pricing data for any costs or credits to the Government which are beyond the scope of the Government's program of requirements, lease, and its attachments. Any work shown on the drawings which is Warm-Lit Shell shall be clearly identified as such.

(d) Review of Working-Construction Drawings:

Solicitation Attachment #3 - Scope of Work for DID's and Construction Schedule Tasks

The Government retains the right to review and request modifications, if necessary, to the Lessor's Working-Construction Drawings prior to the Lessor's commencement of interior construction. The Government's review of the drawings is limited to the drawings' conformance to the specific requirements of this solicitation and to the approved Design Intent Drawings. The Government shall perform all reviews of working drawings within (see Solicitation Attachment #2) working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's working drawings before notice to proceed is issued, the Government shall state such in writing to the Lessor and the Lessor shall have five (5) working days to cure all noted defects before returning the Working-Construction Drawings to the Government for a subsequent review. Upon complete Government review for conformance of the Working-Construction Drawings to the Design Intent Drawings, a Notice To Proceed (NTP) shall be transmitted to the Lessor and the Lessor shall obtain the necessary permits and **complete bidding of construction costs. Within (see Solicitation Attachment #2) working days, Lessor shall present construction bids to the Government. The Government shall have (see Solicitation Attachment #2) working days to review bids. If approved, the Government shall issue NTP to Lessor to commence construction of the space.** Notwithstanding the Government's review of the Working-Construction Drawings, the Lessor is solely responsible and liable for the technical accuracy of the Working-Construction Drawings in meeting all requirements and provisions of this solicitation.

(e) Construction of Tenant Alterations:

The Lessor shall construct all tenant alterations in accordance with both the Government-reviewed Working-Construction Drawings and all terms and conditions of the Government's program of requirements, lease, and its attachments. The Lessor shall complete tenant alterations within (see Solicitation Attachment #2) working days of receiving the lease award from the Government. The Lessor shall furnish a detailed construction schedule to the Government within five (5) days of issuance of the lease award. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment within the total project schedule per Attachment #2. The Government reserves the right to access any space within the building during the completion of interior construction for the purposes of performing inspections or installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with and disruption to other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with respect to this project.

(f) Acceptance of Space:

Prior to the completion of interior construction, the Lessor shall issue written Notice To Inspect (NTI) to the Government. The Government shall have (see Solicitation Attachment #2) working days to inspect and to either accept or reject the subject space.

- (g) Space deemed Substantially Complete by the Government will be accepted by the Government subject to the completion of minor punch list items.
- (h) Space which is not deemed substantially complete by the Government will not be accepted by the Government.
- (i) The phrase "Substantially Complete" shall mean that the tenant improvements, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease shall have been completed or obtained, including all local Government reviews and approvals, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use, or enjoyment.
- (j) Should the Government reject the Lessor's space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action, and when ready shall issue a subsequent notice to inspect to the Government.
- (k) Before the Government will accept space, the Lessor must provide to the Contracting Officer evidence of the issuance of a building permit incorporating the construction of required improvements and a copy of the certificate of occupancy.

PROPOSAL TO LEASE SPACE
(For use with TI SFO and/or National Broker Contract)IN RESPONSE TO
SOLICITATION NUMBER →

06-017

DATED 3/6/2006

SECTION I - DESCRIPTION OF PREMISES

1a. BUILDING NAME Ballston I		2a. FLOORS OFFERED 2, 3, 4, 5	3. TOTAL RENTABLE SPACE		
1b. BUILDING ADDRESS 4601 North Fairfax Drive		2b. TOTAL NUMBER OF FLOORS IN BUILDING 12	a. GENERAL PURPOSE (Office) 241,264 sq. ft.	b. WAREHOUSE sq. ft.	c. OTHER sq. ft.
1c. CITY Arlington	1d. STATE Virginia	4. LIVE FLOOR LOAD 80/20 lbs. / sq. ft.	5. MEASUREMENT METHOD ANSI/BOMA [X] OTHER []	6. YEAR OF LAST MAJOR RENOVATION (if applicable)	7. BUILDING AGE 20
1e. 9-DIGIT ZIP CODE 22203	1f. CONGRESSIONAL DISTRICT				

SECTION II - SPACE OFFERED AND RATES

	ANSI/BOMA OFFICE AREA SQUARE FEET (1)	RENTABLE SQUARE FEET (2)	COMMON AREA FACTOR (3)	INITIAL TERM		9. SPACE BUILDOUT & AMORTIZATION	
				SQ. FT. RATE PER YEAR (RENTABLE) (4)	TOTAL ANNUAL AMOUNT (2) x (4) (5)		DOLLAR AMOUNT
a. ANNUAL RENTAL Full Service Lease	67,453	76,987	1.14134	\$ See Att 1	\$	a. TOTAL BUILDOUT	\$
b. OPERATING COSTS (SERVICE COSTS)	(Refer to Line 27 on GSA Form 1217)			\$ 6.40	\$	b. SHELL BUILDOUT (Per requirements in SFO)	\$0
c. CURRENT REAL ESTATE TAX	Include in Shell Rent and Provide Current Year Statement (Refer to Line 28 on GSA Form 1217)					c. TENANT IMPROVEMENTS (Per requirements in SFO)	(Excluding 9b requirements) \$ 2,583,449.90
d. AMORT. OF TENANT IMPROVEMENTS	(Complete items 9a thru 10)			[10 divided by 8a(2)] \$	(see 10) \$	d. AMORT. RATE	0 %
e. SHELL RENTAL	8a(5) minus sum of [8b(5) and 8d(5)]			\$ See Att 1	\$	e. AMORT. TERM	See Att. 1 MONTHS
Note: When multiplying column 4 by column 2, it may not equal column 5, due to rounding. The Offeror is encouraged to minimize the rounding error.						f. AMORT. OF TENANT IMPROVEMENTS (Use 9c as base)	\$ (per month)
11.	Tenant Improvements shall be all alterations for the Government-demised area above the building shell build out. The Tenant Improvement Allowance as stated under Block 9c is not included in the shell rent. It is expected that the tenant build out will be fully amortized at the end of the firm term and the rent reduced accordingly. Any desired rent increases or decreases should be reflected in the shell rate and fully explained as part of this written proposal. If tenant improvements are to be amortized beyond the firm term, said calculations will be itemized as part of this written proposal.					10. AMORT. OF TENANT IMPROVEMENTS	(9f X 12 months) \$ (per year)
12.	a. COMMISSIONS a. Tenant Representative Commission: 4 %		b. Owner's Representative Commission: %				
13.	a. Number of parking spaces for the entire building/facility, which are under the control of the Offeror: 439		b. Number of parking spaces for Official Government Vehicles (per SFO): Annual cost per space: \$ See Att 1		c. Number of parking spaces for Employee/Visitor Use: Annual cost per space: 1/560 Number required by local code: \$1,260		

SECTION III - LEASE TERMS AND CONDITIONS

14. INITIAL LEASE TERM (Full Term)			15. RENEWAL OPTIONS			
NUMBER OF YEARS See Att. 1	b. YEARS FIRM See Att. 1	c. NUMBER OF DAYS NOTICE REQUIRED FOR GOVERNMENT TO TERMINATE LEASE: N/A	a. SHELL RATE / RSF / YR \$	b. YEARS EACH 5	c. NUMBER OF OPTIONS INITIALS Lessor Gov't	d. NUMBER OF DAYS NOTICE REQUIRED TO EXERCISE RENEWAL OPTION: 180

16. OFFER GOOD UNTIL AWARD
(In accordance with Federal Acquisition Regulations 15.208)

17. Space will be altered and delivered in accordance with the Government's specifications and requirements in accordance with the Solicitation for Offers and any additional attachments.

18. LIST OF ATTACHMENTS SUBMITTED WITH THIS OFFER (See Solicitation requirements)

See Letter to Santoni W. Graham dated March 23, 2006.
Exhibit A to GSA Form 1364.

19. ADDITIONAL REMARKS OR CONDITIONS WITH RESPECT TO THIS OFFER

SECTION IV - OWNER IDENTIFICATION AND CERTIFICATION

20. RECORDED OWNER (Name and address including ZIP code)

NAME 4601 North Fairfax Drive Investors, LLC, a Delaware Limited Liability Company
STREET c/o LPC Commercial Services Inc., 101 Constitution Avenue, Suite 600 East
CITY, ST ZIP Washington, DC, 20001

21. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY THE HEREIN SPECIFIED DATE, TO LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED SOLICITATION FOR OFFERS, WITH ATTACHMENTS.

22. OFFEROR'S INTEREST IN PROPERTY

OWNER

AGENT

OTHER
(Specify):

☐

☒

23. OFFEROR

a. NAME LPC Commercial Services Inc.
TITLE Senior Vice President
STREET 101 Constitution Avenue, Suite 600 East,
CITY, ST ZIP Washington, DC, 20001

b. E-MAIL ADDRESS:
nalt@lpc.com

c. TELEPHONE NUMBER (Including area code)
(202) 513-6700 - extension

f. SIGNATURE Neil C. Alt

Neil Alt

e. DATE SIGNED
3/23/2006

INITIALS

Lessor	Gov't
<i>NA</i>	<i>NA</i>

EXHIBIT A TO GSA FORM 1364

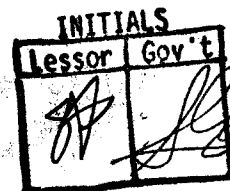
Ballston I

4601 N. Fairfax Drive, Arlington, Virginia

1. The space offered for lease pursuant to SFO 06-017 includes space in the building located at 4601 N. Fairfax Drive, Arlington, Virginia. The available space is as follows:

FLOOR	BOMA RENTABLE SQUARE FEET	COMMON AREA FACTOR	BOMA OFFICE AREA SQUARE FEET
2nd	14,339	1.1542	12,423
3rd	20,662	1.1397	18,130
4th	20,993	1.1381	18,445
5th	20,993	1.1375	18,455
Total	76,987	1.1413	67,453

2. All offered rental rates are subject to annual adjustments for operating expenses as defined in Paragraph 3.6 of the SFO.
3. The overtime rate is \$40.00 per hour per floor.
4. The adjustment for vacant premises is 1.00 per square foot.
5. The parking lot is controlled by a garage operator. The parking rates are subject to increases by the garage operator. The rates stated are for the 1st year of the lease.
6. If any tax credit is due to the Government as a result of Lessor's appeal of the tax assessment during the lease term, the credit to the Government will be net of the reasonable costs of the appeal.
7. Upon lease execution, the Government shall provide the Lessor with a Program of Requirements (POR) in sufficient detail for the Lessor to perform Design Intent Drawings (DIDs). If the Government makes changes to the DIDs inconsistent with the POR, or changes to the Construction Drawings inconsistent with the Government approved DIDS, the Lessor shall have such time as is reasonable to make the changes. The Government shall bear the costs and additional time resulting from such modifications or changes.
8. Three hard copies of the site plan, building elevation and interior block plan in 1/8 inch scale are included with this offer.



RELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A HIGH-RISE OFFICE BUILDING

The Offeror and the licensed fire protection engineer shall complete Parts A and B of this form. Part A consists of a series of short answer and yes/no/not applicable questions related to the building's fire protection and life safety systems. Part B is a detailed narrative report based on a walk-through of the building that includes the review of life safety system preventative maintenance records. The fire protection engineer shall prepare the detailed narrative report. The detailed narrative report and assessment of the building's features and life safety systems shall address at a minimum the items noted in Part B, *Office Building Profile*; as they apply to the offered building. In addition, the detailed narrative report shall include all deficiencies that do not meet the specified criteria with the associated code reference as well as recommended corrective action(s).

1. Fundamental Code Requirements.

- a. The offered building shall be evaluated for compliance with the most recent edition of the building and fire code adopted by the jurisdiction in which the building is located; with the exception that the technical egress requirements of the building shall be evaluated based on the egress requirements of the National Fire Protection Association (NFPA) 101, *Life Safety Code*. All areas that do not meet the above stated criteria shall be identified as to the extent that they do comply.

2. Definitions.

- a. High-rise building: A building greater than 75 feet in height where the building height is measured from the lowest level of fire department vehicle access to the floor of the highest occupied floor. A building that is 6 stories or more in height is typically considered a high-rise building.
- b. Hazardous Areas: Any space or compartment within a building in which storage or other activity exists that is not part of normal office space arrangements and that possesses the potential for producing a fully involved fire. Such areas used for: the storage or use of combustibles or flammables; toxic, noxious, or corrosive materials; or heat producing appliances, etc. (as defined in the latest edition of NFPA 101, *Life Safety Code*).

The Offeror states, as part of this offer, that the proposed space/building is as described below and that the information provided is accurate. In addition, the Offeror agrees all features and devices described below are in operating order and properly maintained. **BOTH THE OFFEROR AND THE FIRE PROTECTION ENGINEER WILL MAKE THIS EVALUATION. THE FIRE PROTECTION ENGINEER'S OFFICIAL STAMP (PROFESSIONAL LICENSE) MUST BE PLACED ON BOTH PART A AND PART B.** Please provide additional pages should this form not provide sufficient space to respond adequately to any question.

JP [Signature]

**RELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A HIGH-RISE OFFICE BUILDING**

PART A

BUILDING ADDRESS

Building Name: **BALLSTON ONE**
Building Address: **4601 NORTH FAIRFAX DRIVE**
City: **ARLINGTON**
State: **VIRGINIA**
9-Digit Zip Code: **22203-1550**

BUILDING CODE AND FIRE CODE ADOPTED BY LOCAL JURISDICTION

Building Code:	IBC (2003)	YEAR: 2005	VA
Fire Code:	IFC (2003)	YEAR: 2005	VA

SIZE AND LAYOUT

The following information applies to (check one):
☒ an existing building
☐ a building planned for lease construction
☐ a building planned for lease construction with Government option to purchase

Identify each floor in which space is offered to Government: **2ND, 3RD, 4TH, 5TH, 8TH, and 9TH**

Identify gross square footage of space offered to Government on each floor: **21,303 SF**

Identify height (in feet) of the building above the lowest level of fire department vehicle access: **124-FT**

Identify the number of floors above the lowest level of fire department vehicle access: **12 FLOORS**

Identify the number of floors below the lowest level of fire department vehicle access: **2 FLOORS - B1 AND B2 PARKING**

OTHER OCCUPANCIES IN BUILDING (Check All That Apply)

☒ Restaurants ☐ Laboratories ☒ Storage ☐ Retail ☒ Other (list) **NEWSTAND, SHACK SHOP**

BUILDING CONSTRUCTION TYPE (Check One)

☒ Fire resistive ☐ Heavy Timber ☐ Ordinary ☐ Wood Frame ☐ Unprotective non-combustible

VERTICAL OPENINGS (CHECK ONE)


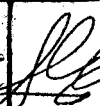
Between Two or More Floors

Exit Stairways	<input type="checkbox"/> open	<input checked="" type="checkbox"/> enclosed with doors, provide description
Shafts	<input type="checkbox"/> open	<input checked="" type="checkbox"/> enclosed, provide description
Atrium	<input type="checkbox"/> open	<input type="checkbox"/> enclosed, provide description NA
Other	<input type="checkbox"/> open	<input type="checkbox"/> enclosed, provide description
None	<input type="checkbox"/>	

ELECTRICAL SYSTEM

Please Check YES, NO, or NA to the following question:	YES	NO	NA
The building electrical system appears to comply with the NFPA 70, <i>National Electrical Code</i> in that there are no obvious deficiencies (e.g., temporary wiring, use of extension cords, deteriorated equipment, missing equipment, etc.). If potential problems are noted, describe on an attached sheet.	X		



INITIALS

Lessor	Gov't
	

**RELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A HIGH-RISE OFFICE BUILDING**

BUILDING EGRESS AND EXITING SYSTEM			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Unrestrictive access is provided to a minimum of two exits on each floor.	X		
Scissor stairs count as only one approved exit.			X
Fire escapes are not counted as an approved exit.			X
Corridors have a 1-hour fire-resistive rating.			X
Exit access is at least 44 inches wide.	X		
All exit stairways terminate directly at a public way or at an exterior exit discharge. (* One to AS Lobby)	X*		
All exit doors swing in the direction of exit travel.	X		
BUILDINGS PROTECTED THROUGHOUT BY AUTOMATIC FIRE SPRINKLERS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
The minimum separation distance between two exits or exit access doors measured in a straight line between the exits or exit access doors shall not be less than one-third the length of the maximum overall diagonal dimension of the building or area served.	X		
The travel distance to the exits is not more than 300 feet.	X		
The maximum length of a dead-end corridor is 50 feet.	X		
The common path of travel is not more than 100 feet in length.	X		
BUILDINGS NOT PROTECTED THROUGHOUT BY AUTOMATIC FIRE SPRINKLERS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
The minimum separation distance between two exits or exit-access doors measured in a straight line between the exits or exit-access doors shall not be less than one-half the length of the maximum overall diagonal dimension of the building or area served.			X
The travel distance to the exits is not more than 200 feet.			X
The maximum length of a dead-end corridor is 50 feet.			X
The common path of travel is not more than 75 feet in length.			X
STANDPIPES AND PORTABLE FIRE EXTINGUISHERS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Standpipes are installed in building.	X		
Portable fire extinguishers are installed in building. (*One at each stairwell)	X*		
BUILDING EXIT HARDWARE AND EGRESS DOORS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
All exit stairway doors are in proper working order.		X	
All exit stairway doors are self-closing or automatic-closing; and self-latching.		X	
In an emergency, all exit stairway doors permit re-entry from the exit stairway enclosure to the interior of the building.	X		
Exit doors require one action to open (e.g., no locks, locked during unoccupied periods only). NOTE: Special locking arrangements may be permitted if allowed by local jurisdiction.	X		

INITIALS

Lessor	Gov't
	

RELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A HIGH-RISE OFFICE BUILDING



AUTOMATIC FIRE SPRINKLERS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Automatic fire sprinklers are installed throughout the building. (* Except elevator machine room.)	X*		
Automatic fire sprinklers are installed in all below-grade space.	X		
Automatic fire sprinklers are installed only in corridors.			X
Automatic fire sprinklers are installed in all hazardous areas (as defined by NFPA 101, <i>Life Safety Code</i>).	X		
Automatic fire sprinklers are installed in other locations in the building (describe locations on additional sheet).			X
Central Sprinkler Company's Omega line of fire sprinklers are installed in the building (describe location(s), model(s), number of sprinklers, date installed, etc. on additional sheet).		X	
Automatic fire sprinklers having an "O-Ring" are installed in the building (describe location(s), model(s), number of sprinklers, date installed, etc. on additional sheet).		X	
The automatic fire sprinkler system is electronically supervised in accordance with NFPA 13, <i>Standard for Installation of Sprinkler Systems</i> . (** Data Watch)	X**		
The automatic fire sprinkler system is maintained in accordance with the applicable local codes or NFPA 25, <i>Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems</i> . (***) Tested 2004)		X***	
SMOKE DETECTORS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Smoke detectors are installed throughout the building.		X	
Smoke detectors are installed only in corridors.		X	
Smoke detectors are installed only in elevator lobbies. (* And Machine Rooms.)	X*		
Smoke detectors are installed in all hazardous areas (as defined by NFPA 101, <i>Life Safety Code</i>).		X	
Smoke detectors are installed in other locations in the building. (** Electrical Closets)	X**		
Duct smoke detectors are installed in the building.	X		
HEAT DETECTORS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Heat detectors are installed throughout the building.		X	
Heat detectors are installed only in corridors.		X	
Heat detectors are installed in all hazardous areas (as defined by NFPA 101, <i>Life Safety Code</i>).		X	
Heat detectors are installed in other locations in the building (describe other locations on additional sheet).			X
FIRE ALARM SYSTEM			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
A fire alarm system is installed in the building.	X		
Audible alarm notification appliances are installed and located throughout the building to be effectively heard above normal conditions of occupancy.	X		
Visible alarm notification appliances are installed and located throughout the building. (*Not ADA-type in all bathrooms.)		X*	
Operation of the fire alarm system automatically notifies building occupants to evacuate or relocate within the building.	X		
Operation of the fire alarm system automatically notifies the local fire department or UL central station service.	X		
Emergency power is provided for the fire alarm system. (***) Generator, 3 x 12v batteries)	X**		
The fire alarm system has emergency voice communication capabilities.	X		
The fire alarm system is maintained in accordance with the applicable local codes or NFPA 72, <i>National Fire Alarm Code</i> . (***) MONA - in 2005)			

INITIALS
 Lessor Gov't

**PRELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A HIGH-RISE OFFICE BUILDING**

HAZARDOUS AREAS			
Hazardous Areas as defined by NFPA 101, <i>Life Safety Code</i>			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Hazardous areas are located in the building. (* Storage Rooms sprinklered at B2 Level.)	X*		
List locations of all hazardous areas in the building (describe locations on additional sheet).			
EXIT SIGNS, EMERGENCY LIGHTING, & EMERGENCY POWER			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Illuminated exit signs are installed along exit paths.	X		
Emergency lighting is installed along exit paths.	X		
Emergency power is provided for building's life safety systems (e.g., exit signs, emergency lighting, fire alarm, etc.).	X		
An emergency generator is installed in the building to provide emergency power to the building's life safety systems.	X		
An UPS system is installed in the building to provide emergency power to the building's life safety systems.		X	
INTERIOR FINISH			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Offered space has corkboard installed on walls.		X	
Offered space has carpet installed on walls.		X	
Offered space has wood paneling installed on walls.		X	
ELEVATORS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Elevators have a current certificate of elevator inspection from the local jurisdiction.	X		
Elevators are equipped with telephones or other two-way emergency signaling systems connected to an emergency communication location manned during normal working hours when the elevators are in service.	X		
Elevators are automatically recalled by smoke detectors located in elevator lobbies and machine rooms.	X		
Elevators recall to an alternate level when activated by primary level smoke detector.	X		
Elevators are equipped with firemen's manual capture feature.	X		
PUBLIC ADDRESS SYSTEMS			
Please Check YES, NO, or NA to the following question: (*Fire alarm voice paging for Fire Control	YES	NO	NA
An independent public address system is provided throughout the building. Room only.)		X*	

INITIALS

Lessor	Gov't
	

**RELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A HIGH-RISE OFFICE BUILDING**

**PART B
OFFICE BUILDING PROFILE**

1. General Information.

- a. Provide a copy of the certificate of occupancy issued by the local building official.
- b. Identify any cited citations or violations noted by the local jurisdiction regarding the building.
- c. Provide digital pictures of the building. Include exterior views showing the front of the building and all sides of the building.
- d. Provide a scaled drawing(s) of the entire floor or floors in which space is being offered in the building. The scaled drawing(s) shall include the locations of all exit stairs and elevators. Indicate on the drawing the proposed space being offered to the Government.
- e. Provide scaled drawings of the floor or floors where all exit stairs discharge.
- f. Identify the number of floors in the building (above and below grade)
- g. Identify the approximate gross square footage per floor in the building.
- h. Identify the proposed floors offered to the Government to occupy.
- i. Identify by location and describe hazardous/significant fuel load areas that, when ignited, would produce significant adverse effects to its buildings and occupants.
- j. Identify and describe potential fire ignition sources in hazardous/significant fuel load areas in the building. The proximity of the fuel source and the ignition source shall be described.

2. Building Construction.

- a. Identify and describe the type of construction for floors, walls, columns, and roof of the building.

3. Occupancy Classifications.

- a. Identify all the different types of occupancies on each floor of the subject building. Include mechanical equipment areas, storage areas, basement(s), etc.
- b. Identify if the building is separated or non-separated mixed use and what fire rated separation is provided.

4. Vertical Openings.

- a. Identify by location and describe the enclosure of vertical openings through floors, such as stairways, hoistways for elevators, escalators, and shafts.
- b. Identify and describe the appropriateness of the firestop systems utilized in all penetrations of the enclosure of the vertical opening.

5. Means of Egress.

- a. Identify the number of exit stairs on each floor of the building. Interlocking (scissor) stairs count only as one exit stair.
- b. Identify the number of fire escapes serving the building. Fire escapes shall not be counted as an approved exit.
- c. For each exit stair, identify:
 - i. The clear width measurement between handrails.
 - ii. The location of where each exit stair discharges.
 - iii. If each exit stair enclosure allows re-entry from stair enclosure to the interior of the building.
 - iv. Describe all penetrations into and openings through each exit stair enclosure assembly.
 - v. Describe any headroom obstruction within each exit stair enclosure.
 - vi. Describe if any exit stair has been compromised in such a way to have the potential to interfere with its use as an exit; and
 - vii. Exit stair remoteness.
- d. Identify and describe all exit doors that do not swing in the direction of exit travel.
- e. Identify and describe if all exit stair doors are self-closing and self-latching.
- f. Identify and describe if all fire doors are in proper working order.
- g. Identify by floor and describe the exit access system (i.e., corridor or open plan office concept).
- h. Identify by location and describe any concern regarding the exit signage within the building.
- i. Describe the building's emergency lighting system.

RELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A HIGH-RISE OFFICE BUILDING

- j. Identify and describe if emergency power is provided within the building.
 - k. If emergency power for life safety systems is provided by generator(s) or UPS systems describe if they are tested and maintained in accordance with NFPA 110, *Standard for Emergency and Standby Power Systems* or NFPA 111, *Standard on Stored Electrical Energy Emergency and Standby Power Systems* as applicable.
6. Automatic Fire Suppression Systems.
- a. Identify and describe if the building is protected or not protected throughout by an automatic fire sprinkler system. If the building is not protected throughout by an automatic fire sprinkler system, identify areas of the building where partial fire sprinkler protection is provided.
 - b. Identify and describe all areas within the building that are protected by different types of automatic fire sprinkler systems (e.g., dry, wet, pre-action, etc.).
 - c. Identify and describe any other fire suppression systems installed within the building.
 - d. Identify and describe the types of standpipes installed in the building.
 - e. If automatic fire sprinkler systems are provided in the building describe if they are tested and maintained in accordance with the applicable local codes or NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems*.
7. Fire Alarm System.
- a. Identify and describe the age, type, manufacturer and model of fire alarm system.
 - b. Describe if the fire alarm system is connected to a U.L. listed Central Station Service or to the local fire department.
 - c. Describe in detail the operation of the fire alarm system.
 - d. Describe how the audible alarm notification appliances are installed and located throughout the building to be effectively heard above normal conditions of occupancy.
 - e. Describe if the fire alarm system has emergency voice communication capabilities.
 - f. Identify by location the installation of smoke detectors in the building.
 - g. Identify by location the installation of heat detectors in the building.
 - h. Identify by location the installation of duct smoke detectors in the building.
 - i. Identify and describe the HVAC fan shutdown features
 - j. Describe in detail if the fire alarm system is tested and maintained in accordance with the applicable local codes or NFPA 72, *National Fire Alarm Code*.
8. Interior Finish.
- a. Identify carpeting installed in any exit stairs and/or walls within the building.
9. Elevators.
- a. Verify the elevators have a current certificate of elevator inspection from the local jurisdiction.
 - b. Identify and describe the emergency recall operation features of the elevators. Describe all differences with the requirements of ASME/A17.1, *Safety Code for Elevators and Escalators*, Phase I Emergency Recall Operation requirements.
 - c. Identify and describe the emergency in car operation features of the elevators. Describe all differences with the requirements of ASME/A17.1, *Safety Code for Elevators and Escalators*, Phase II Emergency In-Car Operation requirements.
 - d. Identify and describe if the elevators are equipped with telephones or other two-way emergency signaling systems connected to an emergency communication location manned during normal working hours when the elevators are in service


RELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A HIGH-RISE OFFICE BUILDING

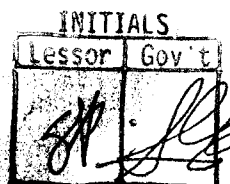
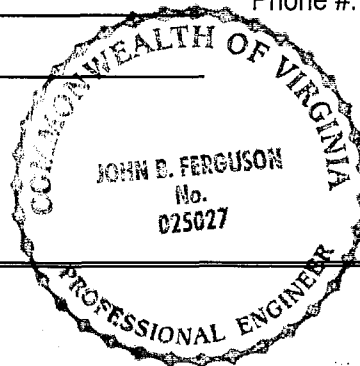
STATEMENT OF FIRE PROTECTION ENGINEER (FPE)

I hereby attest that I have performed a full assessment of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page. My official stamp, professional license information, and signature are affixed below.

I have included findings, recommended corrective action(s), and made specific references to the applicable code sections as an attachment to this report. Such findings specifically identify instances where the building does not comply with the specified criteria, and recommendations have been made in order to rectify the situation and assure substantial compliance of the building to all applicable criteria.

(If no deficiencies were identified, during the evaluation, please explicitly state so in the findings and recommendations portion of the report.)

Signature:  Date: APRIL 7, 2006
Printed Name: JOHN B. FERGUSON, P.E.
Name of Firm: FERGUSON ENGINEERING Phone #: (301) 428-9313
License Number: VA #025027
Stamp Here:



RELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A HIGH-RISE OFFICE BUILDING

OFFEROR'S STATEMENT OF CORRECTION

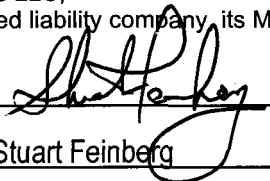
In the event any of the offered space does not meet the above criteria, the Offeror shall attach a sheet describing the exact nature of the deficiency, and the Offeror shall attest below that all work required to bring the offered space into full compliance with all applicable criteria will be completed at the Offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement.

NOTE: REPORTS SUBMITTED WITHOUT THE FPE'S FINDINGS, RECOMMENDED CORRECTIVE ACTIONS AND CODE REFERENCES WILL BE RETURNED WITHOUT REVIEW BY THE GSA REGIONAL FIRE PROTECTION ENGINEERING OFFICE.

4601 NORTH FAIRFAX DRIVE INVESTORS, LLC,
a Delaware limited liability company

By: UBS Realty Investors LLC,
a Massachusetts limited liability company, its Manager

Signature:



Date: May 15, 2006

Printed Name:

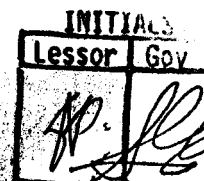
Stuart Feinberg

Title:

Director

Name of Firm:

UBS Realty Investors LLC



April 7, 2006

BALLSTON ONE
4601 NORTH FAIRFAX DRIVE
ARLINGTON, VIRGINIA

OFFICE BUILDING PROFILE

1. General Information

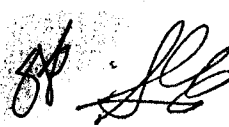
- a. No core & shell certificate of occupancy attached.
- b. No cited violations or citations attached.
- c. Digital pictures are provided.
- d. Drawings of entire floors are provided.
- e. Drawings of floors where all exits discharge at 1st Floor are provided.
- f. Number of floors above grade is 12 and below grade is 2 floors, B1 and B2 Parking.
- g. Approximate gross square footage per floor in the buildings is 21,303 SF.
- h. Proposed floors for Government to occupy are 2nd, 3rd, 4th, 5th, 8th, and 9th.

2. Building Construction

- a. Type of construction for this building is NFPA, 220 (Type 3,3,2); BOCA Type 1B fire resistive, and IBC IA.

3. Occupancy Classifications

- a. Mixed non-separated uses. Business use from the 12th Floor down to grade. A café and Lobby shop (newsstand/snack shop) are located at the Lobby level.
- b. The building is a non-separated mixed use building with no fire rated separation required.



Page 2
April 7, 2006

4. **Vertical Openings**

- a. 2-HR mechanical, stair and elevator hoistway shafts are provided.
- b. Firestopping is not provided at electrical room floor-ceiling assemblies.

5. **Means of Egress**

- a. There are two 44" 2-HR enclosed exit stairs remote by 1/3 diagonal. Each 44" stair can serve 220 persons per IBC (or a total of 440 persons per floor) or 146 persons per NFPA #101 or 292 persons per floor.

- b. There are no fire escapes.

- c. For each stair:

- i. The clear width between stair handrails is 37-1/4" to 39-5/8".
- ii. Stair A accesses the roof and discharges to the 1st Floor sprinklered lobby. The door needed adjustment to fully self-close and latch.

Stair B discharges into an exit passageway directly to the outside. The door entering the passageway needed adjustment so the door could fully self-close and latch.

- iii. Yes, each stair door allows re-entry to the interior of the building.
- iv. There is refrigerant piping near the stair standpipe riser within Stair A which is in violation of code.
- v. The headroom is adequate within the exit stair per code.
- vi. Off the exit passageway is an entrance door to the Loading Dock, a lobby snack shop, the backdoor to the café and a door to the Mailroom.

INITIALS	
Lessor	Gov't
<i>[Signature]</i>	<i>[Signature]</i>

Page 3
April 7, 2006

The Lobby Shop door was locked the day of the visit but should be either held-open automatic closing upon smoke detection and fire alarm or self-closing and latching.

The Mailroom door needs a latch to self-close and latch. The Loading Dock door to the exit passageway did not fully self-close and latch, as well.

- vii. Exit stair remoteness is 1/3 diagonal (1/4 required in Virginia).
- d. All doors swung in the direction of exit travel.
- e. Exit Stair A and B discharge doors at the lobby did not fully self-close and latch. Stair A and B doors at Parking Levels did not fully self-close and latch.
- f. See 5e above.
- g. Stair B door providing a separation from lobby is a 1-3/4" wood door. It needs to be confirmed to be 1-1/2 HR B-labeled.

Floors 2-5 and 8 are partially open and partly compartmented with corridors.

The 9th Floor has a corridor system with multiple tenants.

- h. Internally illuminated exit signage is adequate with the exception as you enter the exit passageway from the lobby at the 1st Floor. Blank out the directional arrow on the exit sign such that tenants will know to go straight ahead to exit out the exit passageway.
- i. White lights are provided at the exits and exit access paths served by the standby generator.
- j. There is an ONAN 230 kw diesel generator with a day tank at the B1 Parking Level. There are two 275-gal tanks on the B2 Level below.

The generator serves exit signs, emergency lights, fire alarm system, fire pump and one elevator (#6 car).

INITIALS	
Lessor	Gov't
<i>[Signature]</i>	<i>[Signature]</i>

Page 4
April 7, 2006

- k. The emergency power system is tested monthly by in-house staff and by Fidelity Engineering annually.

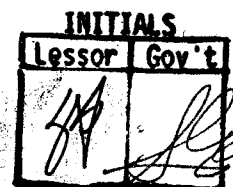
6. Automatic Fire Suppression Systems

- a. The building is fully sprinklered with the exception of the Elevator Machine Room.
- b. There is no other type of fire suppression in this building.
- c. There is no other type of fire suppression in the building.
- d. There are 4" standpipes provided in each stair with 2-1/2" outlets. Sprinkler waterflow switches and tamper devices are provided. The fire pump is installed per NFPA 20 and is rated at 175 psi at 150% of rated capacity.
- e. Virginia Sprinkler last tested the sprinkler system in 2004.

7. Fire Alarm System

- a. The fire alarm system is an EST CN2N fire alarm system approximately 10 years old.
- b. The Central Station is Data Watch.
- c. The operation of the fire alarm system provides staged evacuation of three floors at a time per high-rise guidelines.
- d. Speakers are provided throughout the building.
- e. See 7d above.
- f. Smoke detectors are located in elevator lobbies, electrical/telephone closets and the mechanical equipment rooms with the shut down the supply air handler on detection of smoke.

The elevator machine room needs to be sprinklered and provided with elevator shunt trip.



Page 5
April 7, 2006

- g. Heat detectors are not located next to sprinkler heads in the elevator machine room for shunt trip.
- h. The ceiling smoke detector in the mechanical/equipment room shuts down the supply air handling unit. This room is sprinklered.
- i. See 7h above.
- j. MONA provides annual fire alarm testing and maintenance for the fire alarm system and was last provided in 2005.

8. **Interior Finish**

- a. This no carpeting in the building's exit stair.

9. **Elevators**

- a. The elevator inspection certificate is dated July 31, 2005 and expires in 2006.
- b. Phase I recall is provided by elevator lobby and machine room smoke detectors with primary recall to the Lobby Level with Phase II firemen's service key switch operation provided.
- c. See 9b.
- d. The elevators are equipped with telephones or emergency signaling devices connected to an emergency location.

RECOMMENDATIONS

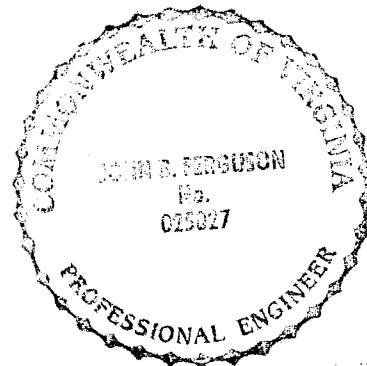
- 1. Remove foreign objects including refrigerant piping from exit stairs due to violation of the code. [Sect. 7.1.3.2.3 of NFPA #101 (2003)]
- 2. Replace visual fire alarm devices with ADA visuals including in the Men's and Women's rooms as tenant replacement occurs. [ADA, NFPA #72]
- 3. Adjust exit stair doors (A,B) and exit passageway doors from Stair B to fully self-close and latch. For the Lobby Shop, have the door held-open,

Ballston One, 4601 North Fairfax Drive, Arlington, VA – SFO
Prepared by: Ferguson Engineering

INITIALS	
Lessor	Gov't
<i>[Signature]</i>	<i>[Signature]</i>

Page 6
April 7, 2006

- automatic closing upon smoke detection. [Sect. 8.3.4.2 of NFPA #101 (2003)]
4. Provide signage in each stair indicating access to roof and level of exit discharge per NFPA #101. (Sect. 7.2.2.5.4.1 of NPFA #101 (2003))
 5. Provide automatic sprinklers, shunt trip in elevator machine room. [Sect. 9.7.1.1 of NFPA #101 (2003), NFPA #13, ANSI A17.1]
 6. Firestop floor openings in electrical closets. [Sect. 8.3.5.1 of NFPA #101 (2003).
 7. Confirm (or replace) new door at Lobby end of passageway for Stair B is labeled at 1-1/2-HRS, max 250° temperature rise. [Sect. 7.1.3.2.1 of NFPA #101 (2003)]
 8. Provide annual test of automatic sprinklers system per NFPA #25. [NFPA #25]



Ballston One, 4601 North Fairfax Drive, Arlington, VA – SFO
Prepared by: Ferguson Engineering

INITIALS	
Lessor	Gov
<i>SV</i>	<i>[Signature]</i>

July 18, 2006

MEMORANDUM FOR: GREG FERGUSON
D C SERVICE DIVISION (WPJ)

FROM: RICHARD B. ALLEN
FIRE PROTECTION ENGINEERING SECTION (WPYG)

SUBJECT: FIRE PROTECTION ENGINEERING REVIEW COMMENTS

PROJECT TITLE: SFO #4 CERTIFICATION

BUILDING NAME: BALLSTON I – VA0865ZZ

FILE NAME: 7-18-06 SFO-4 REVISED COMMENTS

- ☐ Submission is approved.
- ☒ Submission is approved as noted.
- ☐ Submission is disapproved.
- ☐ Resubmission is required.

NO. | FIRE PROTECTION AND LIFE SAFETY REVIEW COMMENTS:

Please provide the following requirement in the Lease Rider:

All doors in the exit passageway from Stair B to the outside of the building must be self closing and latching. The door serving the Lobby Shop can either be self closing and latching or configured to close upon smoke detection and fire alarm activation.



Lessor's Annual Cost Statement

1. SOLICITATION FOR OFFERS 06-017		2. STATEMENT DATE 3/6/2006	
3. RENTABLE AREA (SQ. FT.)	3A. ENTIRE BUILDING 241,264 rsf		3B. LEASED BY GOV'T 76,987 rsf
4. BUILDING NAME Ballston I	BUILDING STREET 4601 North Fairfax Drive		
CITY Arlington	STATE Virginia	ZIP CODE 22203	
SECTION I - ESTIMATED ANNUAL COST OF SERVICES & UTILITIES FURNISHED BY LESSOR AS PART OF RENTAL CONSIDERATION			
SERVICES AND UTILITIES	LESSOR'S ANNUAL COST FOR		FOR GOVERNMENT USE ONLY (c)
	ENTIRE BUILDING (a)	GOV'T LEASED AREA (b)	
A. CLEANING, JANITOR AND/OR CHAR SERVICE			
5. Salaries			
6. SUPPLIES (wax, cleansers, cloths, etc.)			
7. CONTRACT SERVICES (Window washing, waste and snow removal)	320,000	2,112	10
B. HEATING			
8. SALARIES			
9. FUEL ("x" one) ___ OIL ___ GAS ___ COAL ___ ELECTRIC	433,532	8,339	13
10. SYSTEM MAINTENANCE AND REPAIR	296,752	,693	94
C. ELECTRICAL			
11. CURRENT FOR LIGHT AND POWER (Including elevators)			
12. REPLACEMENT OF BULBS, TUBES, STARTERS	6,400	042	2,
13. POWER FOR SPECIAL EQUIPMENT			
14. SYSTEM MAINTENANCE AND			


REPAIR (Ballasts, fixtures, etc.)			
D. PLUMBING			
15. WATER (For all purposes) (Include sewage charges)	9,054	271	9,
16. SUPPLIES (Soap, towels, tissues not in 6 above)			
17. SYSTEM MAINTENANCE AND REPAIR	7,000	425	5,
E. AIR CONDITIONING			
18. UTILITIES (Include electricity, if not in C11)			
19. SYSTEM MAINTENANCE AND REPAIR	3,620	,919	13
F. ELEVATORS			
20. SALARIES (Operators, starters, etc.)			
21. SYSTEM MAINTENANCE AND REPAIR	4,895	,135	11
G. MISCELLANEOUS			
22. BUILDING ENGINEER AND/OR MANAGER	07,572	,146	98
23. SECURITY (Watchmen, guards, not janitors)	7,500	775	8,
24. SOCIAL SECURITY TAX AND WORKMEN'S COMPENSATION INSURANCE			
25. LAWN AND LANDSCAPING MAINTENANCE	8,820	196	9,
26. OTHER (Explain on separate sheet)			
27. TOTAL	\$1,545,145	\$ 493,054	0.00

INITIALS	
Lessor	Gov't
<i>[Signature]</i>	<i>[Signature]</i>

SECTION II - ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES

28. REAL ESTATE TAXES	554,730	177,014	
29. INSURANCE (Hazard, liability, etc.)	27,611	8,811	
30. BUILDING MAINTENANCE AND RESERVES FOR REPLACEMENT			
31. LEASE COMMISSION	863,397	275,509	
32. MANAGEMENT	106,812	34,084	
33. TOTAL	\$1,552,550	\$495,417	\$0.00

LESSOR'S CERTIFICATION - The amounts entered in Columns (a) and (b) represent my best estimate as to the annual costs of services, utilities and ownership.

TITLE	NAME	SIGNATURE	DATE
34A. (Check one) <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Legal Agent	34B. 4601 NORTH FAIRFAX DRIVE INVESTORS, LLC, a Delaware limited liability company By: UBS Realty Investors LLC, a Massachusetts limited liability company, its Manager By: Stuart Feinberg, Director	34C. 	34D. 5/12//2006
35A. (Check one) <input type="checkbox"/> Owner <input type="checkbox"/> Legal Agent	35B.	35C.	35D.

INITIALS	
Lessor	Gov't
